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TA | 5747

NEWFANE CENTRAL SCHOOL DISTRICT

COLLECTIVE BARGAINING AGREEMENT

between

NEWFANE TEACHERS ASSOCIATION

and

SUPERINTENDENT OF SCHOOLS

RECEIVED

DEC 05 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

July 2005

to

June 2009

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PREAMBLE

WHEREAS, it is the intended purpose of the parties to set forth herein the basic Agreement covering wages, terms and conditions of employment and the administration of grievances arising thereunder, to be observed by the parties hereto;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - CONCERNING THIS AGREEMENT

- 1.01 Agreement. This Agreement is made this 20th day of June 2005, by and between Dr. James Mills, Superintendent of Schools of the Newfane Central School District ("District") and the Newfane Teachers Association ("Association"). THIS AGREEMENT shall become effective the 1st day of July 2005, and remain in full force and effect until June 30, 2009.
- 1.02 Modification. This Agreement shall be considered a dynamic document and may be changed by the execution of a Memorandum of Agreement between the parties as may be necessary from time to time. NTA approval of such Memorandum of Agreement shall be subject to the NTA constitutional guidelines. Said memorandums shall be considered part of the master agreement and duly incorporated therein in subsequent printings of the Collective Bargaining Agreement.
- 1.03 No Waiver of Rights. No departure from any provision of this Agreement by either party or their officers, agents, representatives or by a member of the negotiating unit shall be construed to consist of a continuing waiver of the right to enforce such provision.
- 1.04 No Strike Affirmation. The Association affirms that it does not assert the right to strike against any government, to assist or participate in any such strike or to impose an obligation to conduct, assist or participate in such a strike.
- 1.05 No Reprisals. The District and/or the Association will not cause or condone any kind of reprisal, intimidation or harassment to be suffered by any teacher as a result of his/her participation in, or non-participation in, the strike.
- 1.06 Agreement Supersedes Contrary Policies. This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent herewith.
- 1.07 Required Taylor Law Statement. "IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR PROVIDING ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME

EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL."

- 1.08 Maintenance of Standards. All conditions of employment provided for in this Agreement shall be maintained at the highest standards in effect at the time of the execution of this Agreement.
- 1.09 Conformity to Law. If any provision or application of this Agreement is or shall be at any time contrary to law said provision shall not be applicable, performed, or enforced except to the extent permitted by law. All other provisions of this Agreement shall remain in full force and effect.
- 1.10 Recognition. The Board recognizes the Newfane Teachers' Association as the exclusive bargaining agent for all professional employees employed by the District except per diem substitutes, administrators and substitutes who are hired to fill a vacancy for one semester or less. However, substitutes who are hired to fill a vacancy for one semester or more shall receive all the benefits of this Agreement. Such recognition shall extend to the maximum period allowed by law.
- 1.11 Exclusive Rights. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers.
- 1.12 Professional Employee Candidate. Any candidate offered employment with the district shall be provided with a copy of the Collective Bargaining Agreement prior to the execution of a Pre-employment Agreement.

Article II. NEGOTIATION MATTERS

- 2.01 Negotiating Procedure. On or about January 15th immediately preceding the terminal date of this Agreement, the parties will enter into good faith negotiations for a successor Agreement. Neither party shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the school district. However, the parties pledge that their representatives will be empowered and have the authority to make proposals, consider proposals and reach compromises during the course of negotiations. Proposals agreed upon shall be tentative pending the agreement on all proposals and no final agreement shall be executed without the ratification by the

Association and the Board of Education. Negotiations concerning proposed amendments to this Agreement shall proceed in accordance with the provisions of this Article of this Agreement. Amendments resulting from such negotiations shall take effect the following July 1 or at such other time as may be mutually agreeable.

- 2.02 Public Information. While negotiations are in progress, neither party shall have recourse to the public media, in any effort to affect the results of negotiations, unless prior notice is given to the other party. This section shall be waived when the Fact Finder's recommendations are made public.
- 2.03 Cost of Printing Agreement. Copies of this Agreement shall be prepared at the expense of the Board and each member of the professional staff shall be provided with a copy of this Agreement. The Association shall be provided with an additional twenty (20) copies.

Article III. COMPENSATION MATTERS

- 3.01 Salary Schedules. All bargaining unit members shall be paid pursuant to and consistent with the salary schedule reflected in Appendix A.
- 3.02 Placement on the Salary Schedule. Teachers with prior experience shall be hired at the step and scale agreed to by the Superintendent and teacher at the time of hire. Once placed on the agreed step and scale the teacher shall advance one step on the schedule annually on July 1st, if they had at least five months of service in the District during the prior year. A teacher may progress on the salary schedule in accordance with sections 3.03 & 3.04 of this Agreement.
- 3.03 Graduate Credits. Hours of graduate credit shall qualify a teacher for permanent annual graduate hour payment per details of Appendix A when the courses are:
- (a) part of a requirement for the teacher's permanent certification,
 - (b) part of a degree program in the field of education, or
 - (c) if not included in either of the two previous categories, the course has been approved by the Superintendent or his/her designee prior to the teacher's registering for the course.
- 3.04 In-Service Work. Ten (10) clock hours of in-service work shall equal one (1) graduate credit hour. Effective July 1, 1998, teachers may convert up to maximum of 150 future hours of in-service work into graduate study for salary purposes. Anything over that may be reimbursed through the Professional Development Stipend cited in section 3.05. For an in-service course to qualify for in-service credit the course must:

- (a) have the prior approval of the Superintendent or his/her designee,
- (b) be formal training related to the teacher's assignment (activities such as curriculum writing etc. shall not be eligible for approval) and
- (c) be conducted beyond the school day.

3.05 Professional Development Stipends. The District shall provide the following professional development stipends.

- (a) As this Agreement does not allow the accumulation of graduate hours beyond the BA+60 or the MA+30, the District shall offer a professional development stipend for teachers who have reached this level. The stipend shall be for the successful completion of a pre-approved graduate level course of three hours or more in the amount of the SUNY part-time student graduate tuition rate per credit hour to a maximum of 6 credit hours per year. Approval shall be limited to courses that in the judgment of the Superintendent/designee are pertinent to the employee's professional assignment.
- (b) As a teacher is limited to a post effective-date life-time limit of converting 150 in-service hours into graduate credit, the District shall annually make available to all teachers a professional development stipend as follows:
 - (i) If a teacher successfully completes a minimum of ten hours of pre-approved in-service credit annually, he/she shall receive a one-time stipend of \$35.00 per hour to a maximum of thirty (30) hours per year. Approval shall be limited to courses that in the judgment of the Superintendent/designee are pertinent to the employee's professional assignment. Teachers may be required to submit a year-end report as part of their annual evaluation package, describing how in-service course work has affected classroom instruction and student achievement. Teachers who do not submit the requested report shall be ineligible for future in-service stipends until a report is submitted.
- (c) Teachers approved to develop and present an inservice workshop shall be paid 1/1400th of their annual salary, not to exceed \$40 per hour, for each hour they present at an inservice workshop. They shall also be paid once for preparation time regardless of the

number of times the workshop is presented. Preparation time shall be defined as the number of hours required to present the workshop.

3.06 Payment for Professional Development Stipends and In-service Stipends. Professional Development stipends shall be paid in July for all in-service hours submitted by June 30th for which graduate credit was not granted.

3.07 Longevity. Effective with the 1999-00 school year a longevity increment of \$500 shall be paid in September to those teachers who completed ten (10) years and thirteen (13) years of service by June 30, 2000 and each June 30th thereafter. For the purpose of longevity, a year of service shall mean time actually worked. Unpaid leaves of absence shall not be counted towards the accrual of years of service.

3.08 Payment for Extra Days. An employee required to work days in addition to those specified in Section 8.01 shall be remunerated at the rate of 1/200th of his or her annual contract salary for each day worked. Guidance counselors and school psychologists may be required to work at least ten (10) extra days in the summer, but no more than twenty (20). The length of the workday shall be no less than that specified under Article VIII of this Agreement.

3.09 Music. Music teachers shall be compensated in accordance with rates set in Appendix E for approved musical activities outside the normal school day related to Niagara County Music Education Association (NYSSMA) or Music Educators National Conferences (MENC). Prior approval must be given by the Superintendent or his/her designee.

3.10 Curriculum Facilitators. The District may appoint a curriculum facilitator for each department whose responsibility shall be to assist the department team:

- Keep current with the best thinking in its curriculum area;
- Identify goals and student outcomes for each course;
- Write comprehensive criterion referenced tests for final exams;
- Monitor and share exam results with department; and
- Identify problem areas and develop improvement plans
- Assist in the implementation of state assessments and the sharing of results.

(a) Secondary curriculum facilitators shall receive a stipend of five percent (5%) of Step 1-11 of the BA schedule and elementary curriculum facilitators shall receive a stipend of

seven percent (7%) of Steps 1-11 of the Bachelor schedule with a facilitator advancing one step for each year of service in that capacity. Facilitators for K-12 areas will be paid in accordance with the provision applicable to the area in which they spend a majority of their time (secondary or elementary).

(b) Only tenured teachers may be appointed as curriculum facilitators unless the background and experience of a non-tenured teacher warrants appointment. Such appointment shall be voluntary on the part of the teacher. A secondary teacher appointed as a curriculum facilitator shall be given 10 periods bi-weekly for curriculum facilitator duties. Individuals serving as curriculum facilitators shall be provided, at the start of each school year, written guidelines concerning the responsibilities and expectations of the position. Curriculum facilitator vacancies shall be appointed and filled in accordance with Section 7.03 (d).

(c) The specific duties of curriculum facilitators will be delineated in writing and provided with the job vacancy notice annually.

3.11 Head Teacher. A Head Teacher may be selected and appointed, in the sole discretion of the Board upon recommendation of the Superintendent, on an annual basis in each building having only one administrator. When the Head Teacher is notified in writing of the absence of the principal for up to one day, or any part of a day, he/she shall serve in those situations requiring the presence and/or intervention of a person "in-charge" during the principal's absence. The Head Teacher, serving in those situations only, is empowered to take the action necessary to address the situation and to direct the course of events until a District administrator arrives to assume responsibility. Teachers at the NECC, Elementary, and Intermediate Schools designated as Head Teachers shall be paid a stipend of \$750 per school year. Head Teachers at the Middle and High Schools will be paid a stipend of \$200 per school year. While serving within the scope of his/her official capacity as Head Teacher, a teacher shall have the same rights and protections as any regular administrative staff member. Where the building administrator will be absent for more than one day, the District will ensure coverage of administrator functions by another District administrator.

3.12 Salary Notifications. Teachers shall receive official confirmation by August 15th or as soon as practicable, but in no event later than thirty (30) work days following an agreement on a new contract, of their salary, salary step, accumulated sick leave and years of service credit. Teachers shall receive official confirmation of their teaching assignments by July 1st.

3.13 Mileage Reimbursement. Any employee who is required to travel from one location to another during the course of a school day and for whom a car is not supplied, shall be reimbursed at the rate established by the Federal Government. Travel to and from the teacher's home shall not be included in such reimbursement. Claims for payment under this article shall be prepared as prescribed by the Business Office.

3.14 Retirement Incentive. An employee with ten (10) years of service in the Newfane Central School District shall be eligible to receive a retirement incentive of ten thousand dollars (\$10,000). For each additional year of service to the District beyond ten (10) years, a teacher shall be eligible to receive an additional six hundred sixty-seven dollars (\$667), up to a maximum incentive of \$20,000.

To claim this incentive, the teacher must resign from the Newfane Central School District in the first year he/she is eligible to retire under the New York State Teachers Retirement System. Also, to be eligible for this benefit, a teacher must submit a letter of resignation effective at the end of a semester and at least ninety (90) days in advance of said resignation date.

Payment of the incentive shall be a non-elective employer contribution in the appropriate amount subject to the contribution limits as outlined in the Internal Revenue Code. This non-elective contribution is available to all employees who meet the eligibility requirements set forth above. The incentive payment will be remitted to the employee's 403(b) of choice by the district coinciding with the date of the employee's final paycheck. For the purposes of Tier I members with membership dates prior to June 17, 1971, the employer contribution will be reported as non-regular compensation to the New York State Teachers Retirement System. In the event that the employee participates in this retirement incentive contribution but such contribution exceeds acceptable IRC contribution limits, the employer agrees to pay any excess over the limits as compensation to the employee in the year of retirement.

3.15 Co-Curricular Activities - Compensation. Teachers are encouraged to participate in extra curricular activities outside of regular school hours. If a teacher accepts such an assignment, he/she shall be paid pursuant to and consistent with the schedule reflected in Appendix E.

Co-curricular advisors shall receive a stipend, which reflects a percentage of Steps 1-11 of the BA salary schedule depending upon experience. An inexperienced advisor shall be placed on step 1. For each year of consecutive or non-consecutive experience in a given role or related role the advisor shall move up one step on the salary base.

- (a) The Building Administrator will provide each activity advisor with written guidelines for the activity prior to the beginning of the activity. At or near the conclusion of the activity, the activity advisor will provide the Building Administrator with a written summary of activities performed. Payment shall be made after the Building Administrator evaluates the activities performed against the guidelines issued.
- (b) Supervision of activities not listed in Appendix E shall be compensated at twelve dollars (\$12) per hour in half-hour increments. Starting and ending times for supervision of an activity and required supervisory duties will be established by the administration.

3.16 Coaches. Coaches shall be paid pursuant to and consistent with the schedule reflected in Appendix D

- (a) The Association encourages the District to establish a training program for coaches of all sports. The tuition and fee costs involved in the training and certification of those people selected from a list of volunteers for the program shall be borne by the District. Once a faculty member is certified to coach, he/she is obligated for a total of two (2) seasons to coach that sport. A faculty member who voluntarily leaves the employ of the District for the purposes other than retirement before fulfilling his/her obligation to coach will be required to repay the District for the training costs incurred.

3.17 Evaluation of Salary. The adequacy of teachers' salaries should be evaluated on grounds apart from the effect of the teachers' salary schedule on salaries of administrators and other non-teaching personnel.

Article IV. PAYROLL MATTERS

4.01 Salary Options. Teachers have the choice of receiving their salary in bi-weekly payments over the school year (The 21-22 pay option) or in bi-weekly payments over a 52-week period (the 26 pay option). It is assumed that teachers elect the 21-22 pay option unless

they notify the business office differently two weeks before the first payroll in September. After the 26-pay option is exercised, that option shall remain in effect until written notice is given by the teacher for any succeeding year.

- (a) Teachers shall also have the option to direct deposit their paychecks into a bank of their choice, providing said bank accepts wire transfers through ACH.

4.02 Method of Payment. In accordance with Education Law, which prohibits prepayment of salaries in advance of work performance, beginning with the 1995-96 school year there will be either 21 or 22 pay periods depending upon the school calendar. Teachers may opt to have their annual salaries divided into either 21 or 26 equal payments. In years when there are 21 pay periods, those electing 21 equal pays will receive 1/21st of their annual salary on each pay date; and those electing 26 equal payments will receive 20 pays at 1/26th of their annual salary and one pay at 6/26ths. In years when there are 22 pay periods, those who select 21 equal payments will receive 20 pays equal to 1/21st of their annual salary and 2 pays equal to 1/42nd of their annual salary; and those electing 26 equal pays will receive one pay equal to 1/52nd, 20 pays equal to 1/26th, and one pay equal to 1/52nds of their annual salary.

- (a) On years when there are 22 pay periods the first pay will be received the Wednesday after Labor day and be equal to 1/42nd or 1/52nd depending upon option selected. On years when there are 21 pay periods, the first pay will be received on the second Wednesday after Labor Day. The last pay of each year shall be released upon completion of responsibilities on the last day of work. Appendix B contains the pay periods for each year of this Agreement.
- (b) Wages paid to employees in excess of \$200 (other than annual salaries) shall be paid by separate check taxed at the lowest legal rate.
- (c) All pay will be done by direct deposit into the accounts(s) of the employee's choice.

4.03 Dues Check-off and Authorization. Upon the written authorization of the teacher, on a form provided by the Association, the Board shall deduct from the salary of the teachers such amount for membership dues as the teacher may specify, and shall transmit said sums to the Association on the pay date on which the deductions are made, except in an emergency. The deductions will be made in twenty (20) equal installments, beginning with the second pay period in September.

- (a) The Association shall certify to the Board in writing the current rate of membership dues. In the event the dues shall change, the Association shall give the Board thirty (30) days written notice prior to the effective date of such change.
 - (b) No later than September 30 of each year, the Board will provide the Association with a list of those teachers who have voluntarily authorized the Board to deduct dues and the Board will notify the Association monthly of any changes in said list.
 - (c) Any teacher desiring the Board to discontinue dues deductions must notify the Board, in writing, between September 1 and September 15 of that school year.
 - (d) The Board will not be responsible for dues not collected due to conditions beyond its control.
 - (e) The Board shall honor those dues authorizations that are delivered to it ten (10) school days prior to the distribution of the payroll from which the deduction is to be made.
- 4.04 Credit Union Deductions. The Board shall deduct from the salaries of the employees, the sum authorized and transmit said sum to the Credit Union. Except in the case of an emergency, said deduction shall be forwarded on the pay date that it is made.
- 4.05 Retirement System Loans. The Board shall deduct from the salaries of the employees the sum authorized for loan payments and forward said credit to the Retirement System consistent with the existing policy.
- 4.06 Savings Bonds. The Board shall deduct from the salaries of its employees amounts in multiples of \$6.25 for those teachers who authorize deductions under a payroll savings bond program.
- 4.07 Tax Shelter Annuity. All employees shall be eligible to participate in a tax sheltered annuity plan selected by the Association. The Board shall deduct from the salaries of the employees, the sum authorized and transmit said sum to the appropriate agency per the agency billing cycle. Except in the case of an emergency, said deductions shall be forwarded on the pay date that it is made.
- 4.08 Agency Fee. Effective September 1, 1978, the employer agrees to deduct from the salaries of members of the bargaining unit who are not members of the Newfane Teachers' Association the amount equivalent to the dues levied by the Newfane Teachers' Association and to transmit such monies promptly to the Newfane Teachers' Association

following the same procedure as applicable under the dues deduction provision of this Agreement.

- (a) The Newfane Teachers' Association shall establish and maintain a procedure providing for the refund to any employee demanding the return of any part of an agency shop fee deduction which represents the employee's pro rata share of expenditures by the Association in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.
- (b) The Newfane Teachers' Association shall provide the employer, in writing, with a list of names of non-members at least five (5) working days prior to the first deduction of such fee.

4.09 VOTE/COPE Deductions. The Board shall deduct from the salaries of the employees the sum authorized, and shall transmit said sums to the Association on the pay date on which the deductions are made, except in an emergency. The deductions will be made in twenty (20) equal installments beginning with the second pay period in September.

- (a) The Board shall honor VOTE/COPE deduction authorizations that are delivered to it ten (10) school days prior to the distribution of the payroll from which the deduction is to be made.

4.10 NYSUT Benefit Trust. The District shall check-off and remit payments to the NYSUT Benefit Trust upon submission of a signed authorization to the Payroll Office for anyone within the Association. Such signed authorization may be discontinued at the end of its term upon written notice by the employee to the District. The District shall remit to the NYSUT Benefit Trust the payments deducted and shall furnish the Plan and the Association with a list of all employees from whose salaries such deductions have been made.

- (a) The District shall honor NYSUT Benefit Trust deduction authorizations that are delivered to the Payroll Office ten (10) school days prior to the distribution of the payroll from which the deduction is to be made. The deductions will be made in twenty (20) equal installments, excluding the first pay period in September.

Article V. HEALTH INSURANCE

5.01 Health Insurance for Retired Employees. Any teacher who retires may convert unused leave days into health insurance coverage and/or flexible spending account contributions according to the following plan:

- (a) $((\text{Unused Leave} + \text{Escrow Days})/200) * 100 = \text{Percent of premium and employee flexible spending account contribution paid by the District until the teacher reaches age 70.}$
- (b) The percent paid by the District shall be a number rounded to the nearest whole percent, and that number may exceed 100 percent. For each interval of 5 percent above 100 percent, the District shall provide one (1) additional year of health insurance coverage over the age of seventy (70) or after the 15th year whichever comes sooner.

Example 1: Unused leave days of teacher equals 201 days

Formula ... $(201/200) * 100 = 100.5 \text{ percent}$

The District will pay 100 percent of the premium and/or flexible spending account contribution for full health coverage until age seventy (70).

Example 2: Unused leave days of teacher equals 135 days

Formula ... $(135/200) * 100 = 67.5 \text{ percent.}$

The District will pay 68 percent of the premium and/or flexible spending account contribution for full health coverage. The teacher will contribute 32 percent of the premium and/or flexible spending account contribution until age seventy (70).

Example 3: Unused leave days of teacher equals 230 days

Formula ... $(230/200) * 100 = 115 \text{ percent.}$

The District will pay 100 percent of the premium and/or flexible spending account contribution for full health coverage until the teacher reaches age seventy-three (73).

- (c) In order to be eligible for the above, the teacher must be eligible to retire under the New York State Retirement System, be at least 50 years of age, and retire from the Newfane Central School System. The health insurance coverage provided will be

equivalent to the coverage in effect at the time of the teacher's retirement. Upon reaching the age of eligibility for Medicare, the employee will have the option to change coverage to the Blue Cross/Blue Shield Senior Blue. Retirees that want insurance different than the POS Plan may elect such plan and pay the premium difference between the POS Plan and the selected plan. Where such plan is outside the consortium offerings, the retiree shall submit proof of payment and receive reimbursement within 30 days.

- (d) Leave days credited for the school year in which retirement occurs shall not be counted unless the teacher remains in service for a complete term (semester) of that school year.
- (e) Once a teacher has accrued one hundred fifty (150) leave days, these days shall be protected from an extended or serious illness or accident incurred by the teacher during his/her professional career at Newfane Central School. If at retirement, the teacher's countable leave days are below one hundred fifty (150) due to an extended or serious illness or accident, the District shall credit the teacher with the number of days necessary to restore the numerator of the formula to 150. An extended or serious illness or accident will be defined mutually by the Superintendent and the Association in consultation, if necessary, with the school and/or personal physician.
- (f) In the event of the teacher's death, these benefits shall be transferred to the surviving spouse. If the teacher is under age 50 at the time of death, unused leave day benefits shall be transferred to the spouse in accordance with this section.
- (g) This section becomes effective with the 1986-87 school year and is not retroactive. However, previously accumulated leave days and escrow days shall be used in the computation of the formula in this section.

5.02 Cash In Lieu of Health Insurance for Retirees. In lieu of the health insurance option set forth in Section 5.01, an employee may elect to receive a cash payment for accumulated leave and escrow days in excess of 200 days. Said payments shall be in accordance with the following:

- (a) Teachers may cash in up to 100 of such excess accumulated days at the rate of 1/400th of their annual salary; and

- (b) Teachers shall be eligible for this benefit the first year the teacher is eligible to retire without penalty under the New York State Teacher Retirement System, whichever occurs later, and

Those teachers that are eligible for insurance as provided in Section 5.01 may opt to waive said coverage on a year-by-year basis. A waiver shall be one year at a time. Each year's waiver will count as one year of health insurance coverage. For each year that a teacher is eligible for retiree health insurance per Section 5.01 and does not take the coverage, the District will pay an annual waiver amount of \$2,100. Said payment shall be made upon receipt of properly executed delineation of coverage and at a time consistent with the annual year for health insurance coverage.

The maximum amount of the waivers will be no more than the total amount that would have been paid had the teacher opted for the Section 5.01 provision. Upon meeting said total, all district obligations toward health insurance coverage shall terminate.

5.03 Right to Continue Health Insurance at Cost. Employees retiring under the terms of this Agreement, who are not covered by Section 5.01 of this Agreement, shall be eligible to continue membership in the health and dental plans provided by this Agreement upon payment of premiums to the District five (5) days prior to the first of the month in which the premiums are due.

5.04 Health Insurance Options. The District shall offer two (2) health insurance plans, one dental plan and a flexible benefit plan to employees. Those employees electing not to participate in one of the two health insurance plans shall be eligible for a waiver payment. The District will make available the following health insurance options to eligible employees.

(a) The Orleans-Niagara BOCES Wholehealth Plan (998), including the following:

- (i) \$150 Single/\$300 Family Deductible for outpatient medical;
- (ii) Co-payment after deductible. The health insurance plan shall pay 80% of the next \$750 (single), \$1,500 (family) eligible outpatient expenses after the deductible is met.
- (iii) \$5.00 co-pay for Generic prescriptions, \$15.00 co-pay for name brand prescriptions (preferred prescriptions), \$20.00 co-pay for name brand non-

preferred prescriptions, and a \$5.00 co-pay for ninety (90) day supply of maintenance medications. (Prescription plans include contraceptives.)

- (iv) \$50.00 co-pay for non-emergency use of a hospital emergency room; and
- (v) Riders: Hospice, Managed Care, Rider 8 – Dependent to age 23, Rider 18 – Well Baby Care, Rider 35 – Outpatient Psychiatric

(b) The Orleans-Niagara BOCES Choice Plan (POS 298), including the following:

- (i) \$5.00/\$0.00 co-pay for Primary Care Physician office visits;
- (ii) \$10.00/\$15.00 co-pay for Specialist office visits;
- (iii) Inpatient hospital services fully covered;
- (iv) \$35.00 Emergency room co-pay (waived if admitted);
- (v) Away from home care through BC/BS network of HMO's;
- (vi) \$5.00 co-pay for Generic prescription, \$10.00 co-pay for name brand prescription preferred prescriptions, \$25.00 co-pay for name brand non-preferred prescriptions, and one co-pay for ninety (90) day supply of maintenance medications. (Prescription plans include contraceptives.)
- (vii) Mental Health Services
- (viii) Substance abuse treatment
- (ix) Dependent coverage to age 23
- (x) Out-of-Network options:
 - 1) \$250 single/\$500 family deductible
 - 2) 80%/20% coinsurance
 - 3) \$2,000 single/\$4,000 family out-of-pocket maximum
 - 4) Unlimited lifetime maximum

In the event that the Carrier, through it's own initiative, discontinues or modifies part or all of the Community Blue or Community Blue Advantage coverage, the District will offer the Carrier's most similar successor plan or coverage. The District shall not be liable to the Association or any individual member or insured person as a consequence of such change by the

Carrier to the community Blue or Community Blue Advantage coverage or any successor Plan or coverage.

(c) PPO Plan:

(Teachers may opt into this plan by paying the additional premium).

(d) Conversion Stipend:

The purpose of this provision is to provide a limited stipend to teachers who are covered by the District's health insurance plans who previously did not receive the \$2,500.00 incentive for converting from Blue Cross/Blue Shield Traditional to Blue Cross/Blue Shield POS 298.

Eligible Teachers Include:

1. Full or part-time teachers employed during the 04-05 school year, not receiving the waiver as described in Section 5.10 (b) and continuing said employment each year through June 2009.
2. Full or part-time teachers employed during the 04-05 school year and continue their employment thereafter shall be eligible for payment corresponding with the end of their last work year.
3. Teachers who meet the above qualifications must also be on the active payroll for the corresponding year of payment.
 - a. For example:
 - i. Working 06-07 = payment in June '07, leave without pay 07-08 = no payment in June '08, working 08-09 = payment in June '09.
 - b. Leaves of absence for less than a full year will not disqualify a teacher from payment for that year.
4. Part-time teachers shall receive a proportion-prorated share provided they have met the other qualifications.
5. Persons that retire during any year of this agreement shall receive a payment equivalent to the balance due to equal \$1275.00. Payment shall be made in June of the year of retirement.

Payments:

During the month of June 2007, 2008, and 2009 each qualifying teacher, per the above criteria, will receive a one-time payment of \$425.00.

5.05 Dental Coverage. The District shall offer the Blue Cross Hi-option Dental Program with riders A B C D. The NTA and District shall work together to select a new dental program.

5.06 Flexible Spending Account. A flexible spending account is an account set up with pre-tax dollars in the employee's name that may be used to pay, on a calendar year basis, the following:

- (a) employer-sponsored medical premiums not paid by the employer;
- (b) unreimbursed medical expenses; and
- (c) dependent care expenses.

5.07 Funding. For full-time teachers, the District will contribute 100% of the cost of the health insurance premiums (single, married with family, or married couple as the case may be) for the Orleans-Niagara School Health Consortium Point of Service Plan (Traditional Blue POS 298). Full-time teachers who opt to have the Orleans-Niagara School Health Consortium Traditional Indemnity Plan (BC/BS Comprehensive Plan Traditional Blue Plan 998) may do so by paying the premium difference between the Orleans-Niagara School Health Consortium Point of Service Plan (Traditional Blue POS 298) and full cost of the Orleans-Niagara School Health Consortium Traditional Indemnity Plan (BC/BS Comprehensive Plan Traditional Blue Plan 998).

For part-time teachers, the District will pay 100% of the POS premium (single, family or couple) prorated proportional to the employee's full-time equivalency. (ie. .3 FTE would be .3 of 100% = 30%, .5 FTE is .5 of 100% = 50%, .75 FTE is .75 of 100% = 75%). Said payments are subject to the restrictions of Section 5.04, subparagraph b.

5.08 Dental Insurance. Employees may opt to enroll in the dental program at their own cost annually on January 1st.

5.09 Flexible Spending Account. If the employee submits requisite forms by December 15th annually, in January of each year, the District will contribute the following amounts per calendar year toward each employee's Flexible Benefit Plan (contributions to part-time employees shall be prorated):

Single: \$250

Couple: \$500

Family: \$540

In addition, the District will provide a matching contribution per teacher for the teacher's contribution to the flex account as follows:

Single: \$50

Couple: \$75

Family \$100

(i.e., a teacher eligible for single coverage contributes \$50.00 to the flex account and the district will contribute \$50.00 to match it.

In addition, employees may contribute pre-tax dollars to the flexible spending accounts up to the maximum provided for by law and/or the Section 125 plan.

5.10 Duplicate Health Insurance.

- (a) This Agreement prohibits any enrollments in the District's health insurance plan if an employee or the employee's spouse or dependents are covered by any one of the following three areas:
 - (i) Any area traditional health insurance plan, any indemnity plan, any HMO or POS plan that would cover the employee, the employee's spouse, or the employee's dependents. NOTE: If an employee's spouse has an HMO with single coverage elsewhere, the employee will be entitled to single coverage under the District's plan. All other situations not covered by this language shall be considered on a case-by-case basis.
 - (ii) Where a husband and wife are both employed by this District, only one health plan for the family will be provided by the District.
 - (iii) Where the employee or the employee's spouse elects health coverage with another employer which provides equal or better benefits as compared to the District's plan.
- (b) Waiver Amounts. Employees eligible for a health insurance plan which is fully funded by the District and not receiving health insurance for one full fiscal year shall receive an annual gross amount of:
 - (i) \$2,100 for waiver of the family plan – or –

- (ii) \$1,000 for waiver of the single plan (or to the non-participating husband or wife employee where both are employed by the District).
 - (iii) In addition to the foregoing, the waiver form shall include the right to 1/12 of the applicable waiver sum for each full calendar month health insurance is waived.
- (c) Right of Re-entry to District Health Program
- (i) Every employee barred from enrollment in the District's group insurance plan, by a voluntary or involuntary waiver, shall be assured of the opportunity to enter or reenter the District's plan if the disqualifying circumstances noted above are removed and the employee gives the District written notice of same. The exact date of coverage shall follow the date of written notice to the District and will be determined by the carrier. The District reserves the right to verify such notice. Re-entry shall be subject to the rules and regulations of the carrier. Re-entry shall be in accordance with the provisions for new employees then in effect.

Article VI. MISCELLANEOUS MATTERS

- 6.01 Workers' Compensation. If a teacher is absent from work due to an injury arising out of and in the course of his/her employment, and is covered by Worker's Compensation Benefits, he/she shall receive his/her full salary and assign his/her Worker's Compensation Benefits to the Board. That said absence shall not be deducted from the teacher's accumulated sick leave allowance. The Board will continue to make such payments and the teacher will continue to accrue benefits during the period involved.
- (a) Pediatric Communicable Diseases. If a teacher is absent from work due to a pediatric communicable disease arising out of and in the course of his/her employment, and is covered by Worker's Compensation Benefits, he/she shall receive his/her full salary, and assign his/her Worker's Compensation Benefits to the Board. That said absence shall not be deducted from the teacher's accumulated sick leave allowance. The Board will continue to make such payments and the teacher will continue to accrue benefits during the period involved.
- 6.02 Transportation of Students. Teachers should not transport students in their personal vehicle without prior permission of the administration. If they do transport a student

without permission, they do so at their own risk. No teacher shall be requested or required by the administration to transport a student in his/her private vehicle.

6.03 Fulfillment of State and Federal Regulations. Should any state or federal regulation/law be adopted that requires any individual teacher to wear protective attire, the cost of such attire shall be fully borne by the District.

(a) If there is any special training or certification required to implement said regulation/law, the cost for said courses/certification, plus travel, and all related expenses of the teacher shall be borne by the District.

6.04 Student Discipline. The Board and the Association agree that they shall put their full support behind the procedures and policies adopted by the Board in matters of student discipline. The Association acknowledges the obligation of teachers to implement the procedures and policies established by the Board of Education in matters related to student discipline. Copies of such procedures and policies shall be provided to teachers upon hire and thereafter when changed.

6.05 Assaults. Teachers shall promptly report all cases of verbal or physical assault suffered by them to the appropriate administrator and the Association in writing.

(a) Upon the physical assault of a teacher by a pupil, the teacher shall submit a written report, outlining the facts and circumstances to his/her immediate supervisor and to the Association. Upon the receipt of the written report the immediate supervisor shall take the necessary action to have the pupil immediately and formally suspended from school. If a pupil is suspended, he/she shall not be returned to the same classroom contrary to the teacher's desire, except in cases where the pupil needs the course and it would not otherwise be available.

(b) A teacher who is unable to report for work as a result of an assault by a student, parent or any other persons, shall be paid his/her full salary, during the period of his/her disability, and said absence shall not be charged against his/her accumulated sick leave.

6.06 Academic Freedom and Responsibility. It is mutually agreed that full implementation of the democratic process involves the effort to explore and understand the issues, sometimes controversial, which confront our society. That effort is best made in an air of academic freedom which recognizes: the legal responsibility of the Board of Education to determine the nature and scope of the curriculum within those broad outlines set down by the State

Department of Education; the function of the teaching staff to determine ethically and professionally how best to meet the needs and maturity levels of the students and the right of the community to expect a fair and unbiased presentation of issues and the right to communicate through proper channels.

6.07 School Building Facilities. The Board shall make every effort to provide in each building the following:

- (a) A lockable space for personal items, a separate desk with drawer space for each teacher in the system; suitable space for each teacher to store coats, overshoes and other personal items; adequate chalkboard and bulletin board space in every classroom; copies exclusively for each teacher's use of all texts used in each of the courses he/she teaches, and where available, teacher's editions and manuals for said texts; a dictionary appropriate to classroom needs in each classroom in grades K through twelve (12); reasonable space in each classroom in which the teacher may safely store instructional materials and supplies; at least one room appropriately furnished and ventilated for use as a faculty lounge; a separate private dining room for the use of the staff. The staff shall be responsible for the policing of the area and no new construction shall be required.
- (b) The teachers shall at all times have safe and healthful conditions in the school buildings, parking facilities and exterior school premises, which will enable them to carry out their professional duties.

6.08 Telephone. Outside phones shall be made available to teachers for personal and official business, free of charge except for personal long distance charges. When a teacher wishes to discuss private or confidential matters concerned with his/her official teaching duties, the building principal shall provide a telephone located in such a manner as to ensure privacy of conversation.

6.09 Classroom Interruptions. Classroom interruptions shall be kept to a minimum.

6.10 Use of Facilities. Teachers shall have the right to use school buildings, facilities and equipment of the School District in the performance of their schoolwork.

6.11 Assemblies. The building planning team shall be consulted and teachers shall be informed when planning assemblies for each school building.

- 6.12 Non-Professional Duties. Teachers' time should be utilized for professional teaching activity and non-teaching duties shall be minimized whenever possible.

Article VII. PERSONNEL MATTERS

7.01 Employment Matters

- (a) Supervision. Teachers shall receive instructions and directions only from professional supervisory personnel.
- (b) Medical Examinations. All medical examinations and related tests required of teachers shall be conducted at no cost to the teacher. The teacher may, upon Board approval, be examined by a physician of his/her choice at his/her expense.
- (c) Reductions in Force and Recall. If the District determines that a reduction in force must occur, it shall make an effort to not implement such reduction during the school year.
 - (i) The District shall comply with the requirements of NYS Education Law and applicable regulations thereunder with respect to reductions in force/abolition of positions, placement of teachers on preferred eligible lists and/or recall of teachers upon existence of a teaching vacancy. Issues with respect to the District's compliance with the law and regulations in this regard are not subject to the grievance and arbitration provisions of this Agreement. For informational purposes only, the parties agree that as of the time that this Agreement was executed, the provisions of the Education Law and applicable regulations could be generally summarized as follows:
 - 1) If there is a reduction in the number of positions in a tenure area, teachers will be laid off in inverse order of their seniority in that tenure area. Any teacher with District service in multiple tenure areas shall be afforded all transfer rights available under the law before he/she is laid off.
 - 2) Any teacher laid off because of position abolition or consolidation will be placed on a preferred eligible list for recall to vacancies in the tenure area from which he/she has been laid off. Names shall remain on these lists until

such time as recall to a vacancy in the District is accepted or for seven years, whichever occurs first. A teacher on a preferred eligible list is also eligible for recall to a regular substitute position with a duration of five months or more. Acceptance of a regular substitute position does not affect the teacher's position on the preferred eligible list.

- 3) When a vacancy exists, teachers on the preferred eligible lists for the tenure area in which the vacancy exists will be recalled in accordance with their seniority in the District. For purposes of this section, the term "vacancy" shall mean a position for which there is no incumbent and for which service counts toward probation and tenure.
- (d) Fair Dismissal. No tenured teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action shall be subject to the grievance procedure, unless the employee chooses to initiate other administrative or judicial processes, or the matter is pursued under 3020-a of the Education Law.
- (e) Reprimands. If a teacher is reprimanded or warned by his/her supervisor for any infraction of rules or delinquency in professional performance, such teacher shall have the right to discuss the matter further with his/her immediate supervisor. If such reprimand or warning is to be made a matter of record, such teacher may, if he/she desires, have a designee of the Association present at such discussion.
- (f) Denial of Tenure. If a probationary teacher who is denied tenure requests the reasons for such denial, such reasons shall be given him/her orally and in writing.

7.02 Assignment Matters.

- (a) Notice of Assignment. Teachers shall be notified by the Principal of their tentative assignments for the coming school year, including the schools to which they will be assigned, the grades and/or the subjects that they shall teach and their class schedules as soon as practical and under normal circumstances by June 1st.
 - (i) In cases where it is necessary after June 1 to change the teacher's assignment for the coming year, the teacher shall be notified as soon as possible.
 - (ii) Employees shall be informed of the psychological, emotional and/or medical conditions of atypical students with whom they have regular contact.

- (iii) Coaches will be notified of their re-hiring at the earliest possible opportunity.
- (b) Master Schedule. A master schedule for the school building in which the teacher is assigned shall be provided to each teacher at the start of the school year.
- (c) Assignment Qualifications. In order to assure that pupils are taught by teachers working within their areas of competence, a teacher shall not be assigned except temporarily and for good cause, outside of the scope of his/her teaching certificate or his/her major or minor fields of study without the teacher's consent.
- (d) Traveling Teacher. Whenever possible, teachers will be scheduled for all extra duty (non-teaching) assignments in no more than two different buildings. Also, whenever possible, extra duty assignments will be scheduled so that when a teacher travels from one building to another, he/she will not have to return to the original school in the same day.
- (e) Teachers of Special Areas. Each teacher of special areas will be involved with his/her assigned students on the first and last days of student attendance. If, in the opinion of the principal, this is not possible, the teacher shall be directly involved in the support of those classes which were normally scheduled.
- (f) Non-teaching Duties. Teachers' time should be utilized for professional teaching activity and non-teaching duties shall be minimized whenever possible. The District Liaison Committee shall study the matter of minimizing non-teaching duties.
- (g) Attendance Registers. Teachers shall take attendance and/or maintain records as required by Commissioner's Regulations.

7.03 Vacancies

- (a) Teaching Vacancies. Whenever any vacancy shall occur or be known to be forthcoming in any teaching position in the Newfane Central School System, the District shall give written notice of said vacancy to the Association President and shall post notice on the teachers' bulletin board in each school as soon as possible, ordinarily at least fourteen (14) days before the final date for the submission of applications, and in no event later than five (5) school days before such date. This notice shall clearly set forth the full-time equivalency, certification required, deadline date for applications, if any, and the procedure to be used for applying for the position.
- (i) Teaching Vacancies Occurring During Summer. Teachers who desire to apply for a vacancy which may be created during the summer vacation shall submit

their names to the Superintendent of Schools for the position or positions they desire to apply for, together with an address at which they may be reached during the summer vacation. If such vacancies do occur, the Superintendent of Schools shall post and give notice in accordance with section 7.03 (a) above and forward such notice to the teachers who have submitted their names to him/her. Such notice shall be sent as far in advance as practical before the final date when the application may be submitted.

- (b) Extra-curricular Vacancies. If a vacancy shall occur in any extra-curricular activity for which there is compensation, the Superintendent of Schools shall give a notice of such vacancy to be posted in all schools, not less than six (6) days prior to the filling of such vacancy.
- (c) Summer Program Vacancies. The Board will give notice of vacancies in the summer program as soon as they are known.
- (d) Criteria for Filling Vacancies. In filling such vacancies, the District shall consider candidate's knowledge, skill and abilities. If the District determines that two or more candidates are equally qualified, the employee with the greatest seniority in the District will be appointed. Teachers who retire from the Newfane Central School District shall be eligible to apply for selection and appointment to coaching and co-curricular vacancies.

7.04 Voluntary Transfers – Reassignment

- (a) A teacher who desires a transfer-change in assignment, may submit such a request in writing directly to the Superintendent of Schools no later than May 1. Such request shall indicate whether a copy of the request was given to the employee's building principal.
- (b) In unusual circumstances, a teacher may apply for a transfer-change in assignment to become effective during the school year in which the application was submitted. The application should include the reason for the request. A teacher may, within a reasonable time, withdraw his/her application without prejudice to future requests.
- (c) In the event the request has been granted, the effective date thereof shall be determined by mutual consent between the teacher and the Superintendent of Schools with due consideration given to the teacher's wishes and to the educational welfare of the pupils involved.

7.05 Involuntary Transfer

- (a) It is desirable that changes in teachers' assignments should be on a voluntary basis whenever possible. Therefore, involuntary transfer or reassignment shall be made only when absolutely necessary. Objections to involuntary transfer-reassignment shall be a matter of grievance.

7.06 Professional Evaluations.

- (a) Evaluation Parameters. Only qualified members of the certified staff shall be used to evaluate teachers. All observations of the work or the performance of a teacher shall be conducted openly and with the full knowledge of the teacher. Teachers shall receive instructions and directions only from professional supervisory personnel. A teacher's participation or lack of participation in school extra-curricular activities shall not be a valid consideration for evaluating the teacher's classroom performance.
- (b) Written Evaluations. After each evaluation, each teacher shall receive a written copy of the evaluation. The teacher shall have the right to acknowledge that he/she had the opportunity to review the written evaluation by affixing his/her signature to the copy to be filed. However, it is expressly understood that the signature in no way indicates agreement with the contents thereof. The teacher has the right to have included in his/her personnel file a letter answering adverse evaluation.
- (c) Evaluation Reviews. A teacher may have his/her evaluation reviewed at a meeting with the Superintendent of Schools. If the teacher requests it, he/she may have a representative designated by the Association accompany him/her at such a review. An evaluation, which complies with the Performance Appraisal/Professional Staff Evaluation Procedure established jointly by the parties, shall not be subject to the grievance and arbitration procedure.

7.07 Evaluation of Probationers. A probationary teacher shall be given a written summary of this performance by his/her immediate supervisor within the last three (3) months of each year during his/her probationary period, which shall be placed in the teacher's file. It is understood that a probationary employee who is terminated shall have the right to grieve such termination if he/she has not been evaluated in accordance with the requirements of this section.

7.08 Observations of Others. Teachers may, with the consent of the teacher to be observed and the approval of the Principal, observe classes conducted by experienced teachers.

7.09 Personnel File.

- (a) Right of Review. All teachers shall have the right, upon request, to review the contents of his/her personnel file, except for confidential references.
- (b) No complaint by a parent, parents or guardian of a student, and directed towards a teacher, shall become a matter of record unless it has been called to the attention of the teacher as promptly as practicable under the circumstances, provided, however, no delay in notifying the teacher shall inhibit his/her ability to rebut the complaint.
- (c) No material derogatory to the teacher's conduct, service, character or personality shall be placed in his/her personnel file, unless the teacher has been notified thereof and given the opportunity to review such material. The teacher shall have the right to have his/her answer included in his/her personnel file.
- (d) In the event an action is submitted to the Board concerning a teacher, such teacher shall be notified as soon as possible by the Superintendent.

Article VIII. WORKLOAD MATTERS

8.01 The Work Year

- (a) School Year. The school year may begin as early as the Wednesday before Labor Day (exclusive of Friday before Labor Day) and end the last day of Regents Week. The total number of days shall not exceed one hundred eighty-seven (187) days provided that all the assigned and customary teachers' duties are satisfactorily completed.
 - (i) If, by the Memorial Day Holiday, the projected total countable teacher attendance days for the school year equal or exceed 183, one (1) extra day will be added to the Memorial Day vacation.
- (b) If BOCES adopts a calendar that conflicts with these contractual requirements, the District and the Association agree to meet and discuss the conflict to achieve a mutually acceptable resolution the provides for the continuity of instruction for all students, including those enrolled in BOCES programs. In no event will the number

of workday exceed the number specified in Section 8.01 (a) of this agreement. The District will notify the Association within thirty days of the adoption of such a calendar by BOCES and commence discussion as soon as practicable, but in no case more than forty-five (45) days after adoption.

8.02 Final Week. If the minimum requirements of the school year as established by State regulation to maintain full State Aid (currently 180 countable student attendance days) are met, the following shall happen during the final week of school:

- (a) On each of the first two days of the last five days of school, the Building Planning team shall, subject to the approval of the Superintendent or his/her designee, schedule the preK-5 student day in such a way as to provide each teacher with at least two, half (1/2) days or one full day without student contact for the purpose of wrap-up. During these days, the district may utilize substitute teachers, parents and volunteers to supervise student activities.
- (b) Teachers of Pre K-5 students shall have the last half of the last day of normal student attendance (the third-last day of school, usually Wednesday) student-free for the purpose of "wrap-up." This shall be a full workday for teachers.
- (c) Students in grades K-5 shall not be in attendance on the next to last day of the school year. This shall be a full workday for teachers.
- (d) The final day of the school year shall be a half-day for teachers K-12, with no students in attendance. Teacher attendance will not be required provided that all the assigned and customary teachers' duties are satisfied.

8.03 School Calendar. At a reasonable time before its adoption, the school calendar shall be submitted to the Association for its review and reaction. The school calendar shall provide for a two-week spring recess annually.

- (a) Teachers shall not receive additional pay for calendar extensions of the school year or alterations of the school calendar necessary to meet the minimum requirements of the Commissioner's Regulations.

8.04 Official Closing of School. If school is closed by the Superintendent of Schools on account of severe weather or other emergency conditions, it shall not result in a loss of pay.

8.05 Inclement Weather. If a teacher is unable to report to work due to abnormally severe weather or other emergency conditions, he/she shall be paid for up to two (2) days per

school year when certified by the Superintendent of Schools, and provided the teacher directly notifies his/her immediate supervisor before the scheduled start of the teacher's day. Absence beyond two (2) days will be deducted from accumulated leave when certified by the Superintendent. If a teacher is tardy due to abnormally severe weather conditions or other emergency conditions, his/her tardiness shall be excused and he/she shall be paid in full when certified by the Superintendent of Schools, and provided the teacher directly notifies his/her immediate supervisor before the scheduled start of the teacher's day.

8.06 The Workday.

- (a) Workday: The normal workday for teachers shall be seven (7) consecutive hours. If the Association and the District agree, in addition to the evening meetings cited in 8.10(b), two evening meetings of three hours each between the hours of 5:00 and 9:00 pm may be exchanged for a workday.
- (b) The District may establish a flexible workday for the middle and high school level. A flexible workday is one that consists of seven (7) consecutive hours of work, as mandated in item (a) above, but has different starting or ending times than the regular workday schedule for the particular building.
- (c) A flexible workday may not begin before 7:00 a.m., nor end after 4:15 p.m.
- (d) Teachers may volunteer for a flexible schedule as follows:
 - (i) On or before May 1st, the building administrator shall post notice of the class (es) to be taught outside the normal workday and other related assignments that fall outside the normal workday.
 - (ii) The posting shall include, but not be limited to: the name of the course, the certification area required to teach the course, and the specific time slot of the course to be taught. In the case of a duty assignment, the specific time slot shall be noted as well as a description of the particular duty.
 - (iii) All teachers shall receive notice of the posting, either in writing or via e-mail. The posting shall remain up for five (5) school days.
 - (iv) Teachers interested in a flex schedule assignment shall notify the respective building principal, in writing, within the five (5) day posting period.

- (v) If a qualified teacher, by nature of certification, volunteers for a flextime teaching or duty assignment, a reasonable effort shall be made to accommodate the request.
- (vi) If there is a conflict between a faculty meeting or other such related meeting and the scheduled class or duty, the Building principal and the teacher shall make a mutual, deliberate effort to share and acquire information.
- (vii) A teacher who is voluntarily assigned to a flexible schedule shall be canvassed prior to posting the same assignment in succeeding years. If a teacher wishes to continue in the flexible schedule assignment, and the building principal agrees that it is the best and most appropriate appointment, the position shall not be posted, and shall be deemed filled.

8.07 Lunch Period. Each teacher shall have a duty free lunch period that is at least thirty (30) minutes in length. Whenever possible teacher lunch periods shall be scheduled during the time when the student cafeteria is open.

8.08 Part-Day Attendance. In order to be credited with a half-day's attendance, PK-5 teachers shall be in attendance for at least three (3) hours during either the first half or the second half of the teacher's working day; teachers in grades 6-12 shall be in attendance for at least four (4) periods.

8.09 Leaving School During the Day. Employees leaving their respective buildings during their scheduled lunch period do not need to request permission but are expected to notify the main office of their departure either in person, by telephone/voicemail or by e-mail. Employees leaving their respective buildings at any other time during the school day shall notify their principal or his/her designee and such absence shall not interrupt teaching services.

Emergency Staffing. During an emergency situation occasioned by bad weather, mechanical failure, or other condition set forth in the district's emergency plan, it is expected that employee will remain at their worksite and ensure the continuing safety of students. Under such circumstances, once students have been dismissed, employees will not be required to remain at their schools and shall be free to leave. Where an employee has a personal situation that conflicts with their continued presence at school during such an emergency he/she shall seek permission to leave from the building principal or his/her designee; such permission will not be unreasonably denied.

8.10 Time Beyond the Normal Day. In addition to the normal workday, employees:

- (a) May be required to attend up to twenty-six (26) hours of meetings during the school year, not to exceed one hour in length unless on week's notice is given. The meetings shall begin within fifteen (15) minutes after student dismissal time. Such meetings may be held before the start of the school day with the agreement of a majority of the affected teachers. The twenty-six hour limitation applies only to meetings called by the principal.
- (b) May be required to attend no more than two (2) night meetings during the school year, except that teachers with assignments in more than one building may be required to attend no more than four (4) nights meetings during the school year. Whenever an evening event is scheduled, and teachers are required to be in attendance, a sixty (60) minute minimum dinner break will be scheduled between the regular day session and the start of the evening session. Attendance at night meetings in excess of the provisions outlined above shall be compensated at the flat rate of 2/2600 of Masters Step 1 of the salary schedule. Attendance at meetings such as PTSA affairs shall be voluntary.
- (c) Shall be available for assistance to students, work with colleagues to improve school programs and climate, and/or meetings with parents outside of the normal workday. Meetings with parents shall be scheduled by the teacher at a time that is mutually convenient.
- (d) Whenever parent-teacher conferences are to be scheduled, for any particular building, which are divided into multiple days, the entire period from the first conference day to the last shall not exceed twelve (12) consecutive school days.

8.11 Secondary Workloads.

- (a) Definitions: As used in this section:
 - (i) "Instructional Period: means an assigned period for instruction in a course which: will earn credit toward graduation from middle or high school; will lead to an IEP Diploma; is an academic lab at the Middle School; is a music lesson.
 - (ii) "Professional Period" means a period during which a teacher may be assigned to assist assigned and/or unassigned students to be successful in their regular

coursework (this will not require formal planning or grading of student work, but it will require the application of professional skill and knowledge); to consult with teachers, to work on departmental development activities, to assist new and probationary teachers (excluding evaluation activities), and to participate in a professional activity developed by the administration, or by the teacher with the approval of the administration.

- 1) The number of students assigned to a teacher during a professional period shall not exceed eight (8) unless the teacher agrees to a larger number. Assignments of students to professional periods will be based upon academic considerations. Assignments based on behavioral or disciplinary considerations will be made only with the consent of the teacher.
 - 2) If a student assigned to a professional period is disruptive of the learning environment for other students, he/she may be recommended by the teacher to the administration for removal from the professional period assignment; such recommendation shall be followed when deemed warranted by the administration after consultation with the teacher.
- (iii) "Supervisory Period" means an assigned period requiring the supervision of students in study halls, corridors, etc.
- (iv) "Planning Period" means a daily assigned period which is free from other duties, and is to be used for planning and/or evaluating lessons or student work. Counselors, librarians etc. shall receive an amount of time equivalent to a single period, but not necessarily in a single block of time.
- (v) "Lunch Period" means an assigned duty-free period equal to the length of the student lunch period provided, however, that such lunch period shall be not less than thirty (30) minutes and not more than fifty (50) minutes.
- (b) Period Limitations. Except as expressly modified below, teachers shall be assigned a bi-weekly workload consisting of:
- (i) no more than fifty (50) instructional periods of not more than fifty (50) minutes each provided, however, that no teacher may be assigned more than six instructional periods in any single day;
 - (ii) ten daily planning periods,

- (iii) ten daily lunch periods,
 - (iv) ten professional periods of not more than fifty (50) minutes each, and
 - (v) ten supervisory periods of not more than fifty (50) minutes each.
 - (vi) it is strongly suggested that no regular education teacher will be assigned more than three (3) inclusion classes per semester as to avoid tracking.
- (c) Exceptions to Period Limitations.
- (i) Special Education teachers may be assigned a professional period in lieu of a supervisory period with the agreement of the teacher.
 - (ii) Reading Teachers, Counselors, Psychologists and Library/Media staff shall be assigned no more than seven professional periods of no more than fifty (50) minutes each, one lunch period each day and one planning period each day and shall not be assigned a supervisory period.
 - (iii) Extra Instructional Period. If a teacher agrees to an extra instructional assignment, payment will be made at the annual rate of one-seventh of the teacher's regular teaching salary, pro-rated for less than a full-year and/or less than five full periods per week. The extra assignment will be in lieu of the teacher's planning period. The teacher will be assigned professional and/or supervisory period(s) in accordance with the contract. If the District determines that two or more candidates are equally qualified, the most senior of those shall be offered the assignment first. Any teacher having a reduced instructional assignment shall not be eligible for an additional instructional period.
 - (iv) When in the judgment of the building principal, additional supervision of students is necessary to maintain a safe, orderly environment, a teacher may be assigned a second "supervisory period" in lieu of a "professional period". Such assignment shall only be made in an emergency situation and shall not be a continuing assignment.
- (d) Cafeteria Duty. Building administrators may assign three (3) teachers per lunch period to supervise - lunchrooms and adjoining corridors in the Senior High School, and one (1) teacher per lunch period in the Middle School.
- (i) Principals shall, whenever practicable, take teacher preference into account in assigning teachers to cafeteria duty.

- (ii) Effective 9/1/99, a teacher who is involuntarily assigned cafeteria duty shall not be so reassigned for at least the next four (4) years.
- (e) Case Load Limits.
 - (i) Instrumental Music. Secondary instrumental ensembles shall not exceed seventy-five (75) students; the ensemble size may be increased at the discretion of the band director. Lesson sizes shall not exceed an average of five (5) students per session. Secondary instrumental music teachers may be assigned thirty (30) instructional periods of not more than fifty (50) minutes each per week, and shall jointly develop with his/her building administrator an appropriate professional or supervisory period.
 - (ii) Guidance Counselors. The caseload ratio for guidance counselors shall not exceed an average of three hundred fifty (350) students to one counselor in grades 9-12 and an average of six hundred (600) students to one counselor in grades 6-8.

8.12 Elementary Workloads.

- (a) Planning Period.
 - (i) A planning period is a duty-free, unassigned period to be used for professional purposes. Elementary teachers shall be given two hundred twenty-five (225) minutes planning time per week. The District shall schedule each elementary grade level teacher with at least one daily planning period of forty (40) minutes or more in length within the student day. Non-grade level teachers shall be given at least one daily forty (40) minute period during the teacher day.
 - (ii) Teachers on an extended day schedule in the Early Childhood Center, which includes but is not limited to Pre-K, Speech and Language Impaired, (SLI) and Kindergarten, shall have one uninterrupted forty (40) minute planning period each day, following the student day.
- (b) Elementary Special Teachers (Art, Music and Physical Education). Elementary special teachers shall have a daily assignment consisting of the following: no more than three hundred (300) minutes of instructional time, a minimum of four (4) minutes of passing time between classes, a maximum of eight (8) classes, planning time in

accordance with Section 8.12, a duty free lunch in accordance with Section 8.07, and class sizes in accordance with Article IX.

- (i) Special classes may exceed class size guidelines when special education students are mainstreamed into the class. However, this exception to the class size limit is subject to the following limitations:
 - 1) an Instructional Associate must be present with the teacher at all times
 - 2) the special education student(s) must be integrated with the section(s) having the lowest class size.
 - 3) the combined class size shall not exceed thirty (30) for K-3 classes and thirty-two (32) for classes in grades 4-5, and shall in no event exceed the number of existing work stations in the classroom.
- (ii) Instrumental Music, Elementary. Elementary instrumental ensembles shall not exceed eighty (80) students; the ensemble size may be increased at the discretion of the band director. Lesson sizes shall not exceed an average of six (6) students per session.

8.13 Teachers Shared Between Elementary and Secondary. The workday of a teacher whose workday is split between elementary and secondary levels shall be guided by the following:

- (a) Planning and lunchtime shall be provided at the building they spend the majority of their time and shall be in addition to the time guidelines set forth in (b) below.
- (b) Assignments shall be guided by the following breakdown of the workday.

Secondary Assignments				Elementary Assignments		
Inst Periods	% of Time	Approx Minutes	Other Assign	% of Time	Approx Minutes	Other Assign
1	20%	64	Plus	80%	248	5 Plus
2	40%	128	Plus 1	60%	186	4 Plus
3	60%	192	Plus 1	40%	124	3 Plus
4	80%	256	Plus 2	20%	62	1 Plus

- (c) Notwithstanding the foregoing, the District shall not assign a teacher to both the elementary and secondary levels when the District has determined that one or the

other level requires the services of a full-time teacher. The District shall review the basis for its determination with the Association upon request.

Article IX. CLASS SIZE

9.01 Class Size. Class size shall be maintained as follows:

Elementary	# of Pupils
Kindergarten	24
Primary Grades (1, 2, 3)	26
Intermediate Grades (4, 5)	28
 Secondary Grades 6-8	 # of Pupils
Grade 6	27
English	27
Social Studies	27
Math	27
Science	27
Introduction to Technology (with provision of instructional associate if greater than 24)	27
Home & Career Skills	27
Music	32
Art	27
Physical Education	37
Health	28
Information Systems (Number of Stations - Not to Exceed)	27
Foreign Language	27
Self Contained	20
 Secondary Grades 9-12	 # of Pupils
English Regents	27
English Local	23
Social Regents	28
Social Local	23
Science Regents	28
Science Local	23
Math Regents	28
Math Local	23
Keyboarding (Number of Stations - Not to Exceed)	30
CAD (Number of Stations - Not to Exceed)	20
Physical Education	37
Health	28
Art	27
Music	32
Foreign Language	26
Home & Career Skills	24
Technology	24
Business (Number of Stations - Not to Exceed)	26

- (a) If class sizes are exceeded at the opening of school in September of any year of this contract, the administration shall have five (5) school days to make the appropriate adjustment to conform to the class size herein set forth.
- (b) The final decision on grouping (student placement) shall be with the administration. Teachers are to have input in the decision.

9.02 Exceptions to Class Size.

- (a) If a student moves into the District after August 15, that student shall not be counted in computing the maximum class size for the next school year only. This exception will be subject to the following limitations:
 - (i) Elementary (K-5) - No individual teacher's class section shall exceed the maximum class size by more than one (1) because of the above exemption.
 - (ii) Middle Grades (6-8) and Secondary (9-12) - None of the individual teacher's class sections shall exceed the maximum class size by more than one (1) because of the above exemption.
- (b) If the above exceptions to class size for the school year have been met and a student moves into the District after September 1, the following provision will be in effect:
 - (i) Teachers K-5 shall be compensated at the rate of \$700 per year adjusted on a monthly basis. Teachers 6-12 shall be compensated at a rate of \$100 per class section adjusted on a monthly basis.

9.03 Paraprofessionals. Paraprofessionals shall not be used for the purpose of reducing the teaching staff or increasing the size of classes.

9.04 Special Teachers. Every effort shall be made to provide an adequate number of special teachers and an adequate number of pupil personnel staff for all grade levels and services. Requests for these services shall be given prompt and appropriate action.

9.05 Lack of Substitutes. No teacher shall be requested to or required to accept additional children in his/her classroom in excess of the maximum class size because a substitute was not used.

- (a) No teacher shall be asked to assume the responsibility of another class, in addition to their own, except in an extreme emergency.

9.06 Split Classes. Split classes shall be avoided whenever possible.

9.07 Inclusion Classes.

- (a) A teacher of an inclusion student shall attend such training as is determined appropriate for the teacher by at least two of the following: the Superintendent, the teacher's principal and the teacher. Said training shall qualify as in-service work if conducted outside of the school day.
- (b) When assigning a student to a particular class, the principal shall take into consideration legal requirements, financial considerations, and prior program success; when circumstances allow, the principal shall solicit the input of the teacher to whom an inclusion student is assigned before finalizing the assignment.
- (c) Notwithstanding the foregoing, the teacher shall be notified of the assignment of inclusion students to one or more of his/her classes as soon as practicable after the decision has been made.
- (d) The District will make every effort to schedule at the secondary level so that inclusion students are equitably assigned.

9.08 Teacher Tutors

- (a) A "Teacher Tutor" shall be defined as a certified teacher who provides individualized or small group instructional support to the students who are identified as needing additional academic support.
- (b) "Teacher Tutors" shall be appointed by the Board of Education for a specific, but limited period of time. In no case shall an individual appointment be for more than a one-year period. Nothing prohibits the Board of Education from re-appointing for a subsequent term, provided that no term shall be more than one year in duration.
- (c) "Teacher Tutors" shall be appointed on a per diem, per hour basis, as needed to meet the individual scheduling needs of students.
- (d) "Teacher Tutors" must hold a New York State Certification in order to qualify for appointment by the Board of Education. It shall be preferred to have "Teacher Tutors" work with the students in the context of the tutor's certification area, but nothing shall preclude a tutor from providing subject area assistance outside of his/her certification area.

- (e) "Teacher Tutors" shall work under the direct guidance and supervision of the building principal.
- (f) "Teacher Tutors" shall be provided with an instructional plan for each student they are assigned to tutor.
- (g) "Teacher Tutors" shall be paid at a rate of \$15.00/hr. in quarter hour segments, except regular teachers as provided for in item (i) below.
- (h) "Teacher Tutors" shall be eligible for no other benefits. Teachers shall only receive the benefits set forth in this section (9.08);
- (i) A regular classroom teacher may be used as a Teacher Tutor as follows:
 - (i) The teacher has a designated scheduled planning time and is willing to use such time to tutor.
 - (ii) The regular classroom teacher signs up at the beginning of the school year indicating that they would be available to tutor as assigned.
 - (iii) The teacher will earn a pro-rated hourly rate of 1/2160th of the Bachelor's step one schedule (no retroactive pay to be included for services in 2002-2003).
 - (iv) The building principal has the right to assign the most appropriate person to tutor in any given assignment.
 - (v) Once a non-regular teacher has been assigned to a position, a regular teacher shall not have a "bumping right" to the assignment.
 - (vi) If both a qualified non-regular Teacher Tutor and a regular teacher are both available for an assignment at a particular time, the regular teacher will be given preference for the assignment.
- (j) "Teacher Tutors" shall be considered at will employees, to serve as needed, as such they shall serve at the discretion of the building principal.
- (k) No "Teacher Tutor" shall be used to provide regular classroom instruction.
- (l) In special circumstances, when a substitute is not available, a "Teacher Tutor" may be assigned to cover a regular class assignment in lieu of their tutoring assignment. In such cases, the tutor shall receive either substitute rate compensation or their hourly rate, whichever is greater.

- (m) Under no circumstances shall “Teacher Tutors” be used to supplant a regular instructional teacher position, reduce regular instructional positions, or alter the total number of regular teacher instructional positions.
- (n) Section 9.08 shall be subject to the grievance procedure.

Article X. LEAVES OF ABSENCE

10.01 Teacher Unavailability for Work. Teachers will be provided with a telephone number they will call in the event they are unable to report for work. That notice of unavailability must be given in sufficient time to the proper administrator in order to obtain a substitute.

- (a) It is the responsibility of the teacher to see that appropriate work is available for his/her students. However, in an extreme emergency, plans will be accepted over the telephone.
- (b) If a teacher that has regularly scheduled classes or a nurse teacher is absent from duty, a substitute shall be provided if one is available. However, if a teacher does not have a regularly scheduled class, the Building Administrator shall determine whether a substitute shall be provided. This shall include, but not be limited to, counselors, librarians and reading consultants.
- (c) Qualified Substitutes. Where it is known that a regularly assigned teacher will be absent for three (3) or more consecutive days the best qualified substitute shall be assigned to the grade or subject matter.

10.02 Sick Leave.

- (a) Allowance. All teachers shall be credited with seventeen (17) days of leave the first official day of the school year. The seventeen days shall be the aggregate of 15 sick days and 2 personal days, which effective 2003-2004 school year are combined into a “leave day”. Leave days may be accumulated to a maximum of one hundred and eighty-five days. Additional days which otherwise would have accumulated, except for the maximum having been reached, shall be recorded as days in escrow. Escrow days may be used in computing the formula in second 5.01 (Leave days will be substituted for sick days when using the formula in section 5.01)

- (i) Teachers on a schedule beyond ten (10) months shall be entitled to an additional one and one-half (1-½) days of leave for each additional month or major fraction thereof.
 - (ii) Leave accumulated prior to a leave of absence shall be credited upon return from leave.
- (b) Use of Leave Allowance. Leave days, with full pay, shall be used for personal illness, or for the purpose of transacting or attending to personal, legal business, household or family matters which cannot be done at any other time and require absence during school hours.

A teacher may apply for and shall be granted leave time under this provision for the purpose of transacting or attending to personal, legal business, household or family matters which cannot be done at any other time and require absence during school hours.

- (i) Holiday Requirement. Personal leave, which for the purpose of this section shall mean leave time other than for personal illness, or illness in the immediate family shall not be granted to extend a scheduled holiday or vacation. Personal leave with pay may not be granted immediately before or after a personal leave without pay for a day immediately preceding or following a scheduled holiday or vacation. This provision may be waived by the Superintendent for cause.
- (ii) Unpaid Leave. This article shall not preclude the granting of leave without pay where conditions do not warrant leave with pay.
- (iii) An employee may use his/her current annual leave allowance for illness in the immediate family which is not covered by the Family Medical Leave Act (FMLA). An employee with a serious illness in the immediate family which is covered by the FMLA shall be allowed to use annual and accumulated leave for absences which are taken pursuant to the provisions of the FMLA for a period of up to twelve (12) weeks per school year. Use of leave allowance in excess of twelve (12) weeks per school year for a serious illness of a member of the immediate family shall be allowed only (a) with the approval of the Superintendent or (b) if the District requires the teacher to remain out on leave through the end of the school term in accordance with the FMLA. Immediate

family shall include children, parents, person acting in the role of a parent, spouse, and parents of a spouse.

- (iv) Non-Deductible Time. Any teacher who is on sick leave, with pay, on days when schools are closed shall receive the same pay he/she would have received if he/she were not on sick leave and no deductions from his/her sick leave allowance shall be made for such days.
- (c) Credit for Increment. All full days and half days of leave allowance granted to a teacher shall be credited as days of service for increment purpose.
- (d) Unpaid Leave. Any teacher who has exhausted his/her leave allowance and any extensions thereof shall be eligible for "leave" (sick) without pay for a definite period of time not to extend beyond the end of the school year in which he/she makes application but subject to renewal upon further application for an additional year upon approval of the Board.
- (e) Illness During School Day. If because of illness a teacher leaves his/her teaching assignment before the completion of the normal workday, there shall be no deduction in his/her "leave time" (10.02) by reason thereof, unless a substitute teacher has been hired to complete his/her teaching assignment.
- (f) Unused Leave Days. Any teacher who retires may convert unused leave days (10.02) into health insurance coverage and/or flexible spending account contributions according to the Section 5.01.

10.03 Sick Leave Bank.

- (a) At the commencement of the 1978-79 school year a sick leave bank shall be established to assist participating teachers who have exhausted all current and accumulated sick leave. Each teacher who joins will contribute two (2) days to the plan by executing a form provided by the Association and submitting it to the District Business Office no later than October first. Once any days are contributed to the bank by a teacher, they cannot be withdrawn. If a member of the bank leaves the employ of the District for any reason whatsoever, the total number of days contributed will not revert to the teacher but will remain in the bank. A committee composed of one District representative and two Association members will be established to determine the eligibility of a teacher to draw from the sick leave bank. Withdrawals from the sick leave bank shall be allowed only for personal illness or physical disability of the

contributing teacher. As a final determinant of eligibility, the committee may require that a school physician, in consultation with the teacher's doctor, determine and certify the teacher's inability to return to duty because of illness or physical disability. The decision of the school physician, after consultation with the teacher's doctor, will be final. The teacher's condition may be reviewed at any time in the same manner at the request of the Association President or the Superintendent to determine continued eligibility. The committee will authorize a maximum of fifteen (15) days from the bank at any one time but this does not preclude the authorization of consecutive periods, provided that a member may not draw more than forty-five (45) days per year from the bank unless the vote of the committee is unanimous. A non-tenured teacher on probationary appointment may draw from the sick bank according to the following limits: 1st Year - 0 Days, 2nd Year - 15 Days or 3rd Year - 30 Days

- (b) The sick leave bank shall be established when the countable sick leave days contributed by eligible teachers reaches a total of fifty (50) days. When the bank is depleted to fifty (50) days the Association will petition each sick leave bank member to contribute two (2) more days. No member may contribute more than two (2) days and each member of the bank must contribute the two days in order to remain a member. If a member of the bank fails to contribute the two days when petitioned to do so, he or she will be removed as a member of the bank and all days previously contributed will remain with the bank. If the accrued number of days does not reach fifty (50) after the Association has petitioned the eligible teachers, the bank will become non-existent until the accrued number of days reaches the total of fifty (50) days or more. The first thirty days of absence due to illness or physical disability shall not be eligible for sick bank coverage. The employee must use his/her accumulated benefit time and/or be on unpaid leave status during this time.
- (c) The exception to paragraph (b) is as follows: If a teacher is using the sick bank when the Association must petition its membership to re-establish the bank due to depletion, the District shall contribute to the sick bank two (2) days for his/her use to re-establish membership within the bank. Upon return to active employment to the District the teacher shall give the District two (2) sick days. If for any reason the teacher does not return to active employment the sick bank shall give the District two (2) days.
- (d) The District shall notify the President of the Association no later than the last week of August each year as to the number of days that are currently in the sick leave bank.

10.04 Personal Leave

- (a) Allowance. Leave shall be for the purpose of transacting or attending to personal, legal business, household or family matters which require absence during school hours. A teacher may apply for and shall be granted personal leave provided the request is made in writing to the teacher's immediate supervisor at least two (2) days prior to such leave. In cases of emergency the two-day notification requirement shall be waived.
- (b) Holiday Requirement. Personal leave with pay shall not be granted to extend a scheduled holiday or vacation. Personal leave with pay may not be granted immediately before or after personal leave without pay for a day immediately preceding or following a scheduled holiday or vacation. However, an exception to the Holiday Requirement may be approved by the Superintendent of Schools, upon a written request made two (2) weeks in advance, stating the reasons therefore.
- (c) Personal Leave. Personal Leave for the purpose of transacting or attending to personal, legal business, household or family matters, which cannot be done any other time, which requires absence during school hours is addressed in Section 10.02 effective with the 2003-2004 school contract.
- (d) Unpaid Personal Leave. This article shall not preclude the granting of personal leave without pay where conditions do not warrant leave with pay.

10.05 Child Care Leave & Adoption Leave.

- (a) Application. Teachers applying for child care leave or adoption leave must submit the application at least sixty (60) calendar days prior to the date on which the leave is to begin. This provision will be waived in case of unanticipated circumstances related to medical problems involving the mother or child or an unplanned opportunity to adopt a child.
- (b) Child Care Leave. A teacher may apply for and be granted a leave of absence, without pay, for a period of one (1) year following the period of disability due to pregnancy. A leave for a period less than one (1) year may be requested, with the return date to coincide with the beginning of a marking period. Upon further application this leave may be extended. The total leave including extensions shall not exceed two (2) calendar years.

- (c) Adoption Leave. Upon written application to the Superintendent of Schools, an adoption leave, without pay, shall be granted to a teacher for the purpose of caring for a newly adopted child. This leave shall not exceed three (3) years.
- (d) Early Return from Child Care Leave or Adoption Leave. A teacher on child care leave who decides to return to service prior to the normal expiration of such leave may submit for the consideration of the Superintendent a written request for an earlier termination of leave date.
- (e) Expiration of Leave. A teacher who is on child care or adoption leave shall notify the Superintendent of Schools, in writing, at least sixty (60) days prior to the terminal date of such leave, of his/her intention to return to school, resign, or apply for an extension of his/her leave.
- (f) Adjusted Date of Return. The Superintendent of Schools is authorized to adjust the date of return from such leave to coincide with the beginning of a marking period or a time which is in the best interest of the students at that time.
- (g) Return Status. Teachers who return to work at the expiration of a childcare or adoption leave shall be returned to their same positions or to one which is reasonably comparable.
- (h) Use of Leave While on Childcare Leave.
 - (i) Teachers on adoption or childcare leave may not use accumulated leave and there is no accumulation of days during the period of this leave.
 - (ii) Teachers may use accumulated leave during the time which they are temporarily disabled due to pregnancy.
- (i) Salary Schedule Advancement. A teacher must be employed in the District at least one (1) semester or 90 days in a school year to be advanced a step on the salary schedule in the next school year.

10.06 Sabbatical Leave. Any certified employee covered by this Agreement who has achieved tenure in the District and has completed seven (7) consecutive years of active service in the District shall be eligible for sabbatical leave.

- (a) Purposes. Sabbatical leave shall be used for approved study which, in the opinion of the Board, will enhance the teacher's effectiveness upon his/her return.

- (b) Application. Application for sabbatical leave shall be filed with the Superintendent of Schools by March 1 of the school year prior to the school year for which the sabbatical leave is requested. Applicants shall be informed of the action taken on their request as soon as practical but no later than sixty (60) days following the deadline for filing applications.
- (c) Selection. One of the criteria for the selection of teachers who are to be granted sabbatical leave shall be seniority except for those employees who have been previously granted sabbatical leave, a new seniority date for sabbatical leave purposes, shall start at the termination of such leave.
- (d) Duration. Sabbatical leave shall be granted for either one (1) year or one-half ($\frac{1}{2}$) year. A teacher on sabbatical leave may be requested to return to his/her teaching duties two (2) weeks after the completion of the sabbatical leave commitments.
- (e) Number of Leaves. Effective with the 1978-79 school year the District will budget \$4,000 a year to a maximum of \$8,000 to fund approved sabbaticals. In any school year when the amount in the sabbatical fund equals \$8,000, no more than one (1) qualified teacher will be granted a sabbatical leave. If no teacher applies or none is approved in a given year when the sabbatical fund balance is \$8,000, this balance will be carried forward without additional funds being added, until such time as an application for a sabbatical is made and approved.
- (f) Remuneration. Remuneration shall be at the rate of fifty (50%) percent of a teacher's pay for a one (1) year leave or at full pay for a half ($\frac{1}{2}$) year leave. Compensation shall be computed by using the teacher's actual salary during the year of his/her leave.
 - (i) Teachers who are on sabbatical leave shall be paid on the same day that payment is made to the regular staff.
 - (ii) However, a teacher must remain in the employ of the District for at least one (1) school year subsequent to the expiration of the sabbatical leave. Should a teacher voluntarily leave the employ of the District prior to the expiration of this period, he/she must refund to the District that portion of his/her salary paid during his/her leave as the unexpired portion of one (1) year shall bear no such period.
- (g) Benefits. A teacher granted a sabbatical leave shall be considered an employee of the District and shall be eligible for all the rights and benefits of the District's professional employees.

10.07 Leave of Absence; Study, Travel, Special Services & Association. Leaves of absence with or without pay shall be granted to any teacher for study, travel or special services when approved by the Superintendent of Schools.

- (a) Applications. Plans for such study travel or special services shall be submitted to the Superintendent of Schools in advance and in writing. Formal applications for such leaves are to be submitted to the Superintendent of Schools in prescribed forms at least thirty (30) days prior to the effective date of the leave. Such applications shall certify the purpose of the leave; plans for the use of the leave; and the dates upon which the individual shall leave and return to service.
 - (i) Study Leave. These leaves may be granted but shall be limited to study at an accredited institution of higher learning or under a fellowship grant from a recognized foundation or research foundation engaged in educational research.
 - (ii) Travel Leave. This leave may be granted but shall be limited to travel conducted by an accredited institution of higher learning for which course credit is granted by the institution or travel planned cooperatively with the Superintendent of Schools.
 - (iii) Special Service Leave. This leave shall be granted but shall be limited to special service performed for or with an institution of higher learning, a foundation or research foundation, a State Education Department, the U.S. Office of Education, the Peace Corps or similar institutions or organizations.
 - (iv) Association Leave. A leave of absence up to four (4) years without pay and with the option to renew for an additional four (4) years shall be granted to any teacher upon a written application for the purpose of serving as an officer or staff member of the Association or any of its affiliates. No more than two (2) persons shall be granted such leave at any time.
- (b) Return to Active Status. A teacher who is granted a leave for study, travel, special service or Association business, shall, upon return to service with the District, have restored to him/her his/her accrued sick leave which he/she was entitled to at the time said leave began.
- (c) Probationary Teachers. A probationary teacher who is granted leave for study, travel, special service or Association business shall be reemployed only if a vacancy exists for which he/she is qualified at the expiration of his/her leave.

- (d) Tenured Teachers. A tenured teacher who is granted leave for study, travel, special services or Association business shall be assigned to a teaching position at the expiration of his/her leave if a vacancy exists for which he/she is qualified. If no such vacancy exists, for which he/she is qualified, he/she shall continue on leave to protect his/her tenure rights until such vacancy exists and he/she is assigned to such position.
- (e) Insurance. A teacher granted a leave under the terms of this Article may avail himself/herself at no cost to the District of the Medical Insurance program provided under the terms of this Agreement. Medical insurance shall also include any Dental Program that may be in effect in the District.
- (f) Salary Schedule Advancement. Teachers who are granted a leave pursuant to Sections 10.07 (a) i, ii & iii and return to duty with the District, the time spent on such leave shall be credited to the teacher for the purposes of advancing on the salary schedule as if they are employed by the District during the period they are on leave. However, a teacher who is granted an Association leave, no part of the time granted for an Association leave shall be credited to the teacher for the purpose of advancing on the salary schedule.

10.08 Temporary Leaves of Absence. Upon a request by a teacher to his/her immediate supervisor, temporary leave of absence, with pay and without deduction from sick leave or personal leave, shall be granted for the following reasons:

- (a) Professional Meetings, Conferences, Workshops. To attend professional meetings, conferences or workshops for professional improvement when approved by the Superintendent or his authorized representative.
- (b) Official Business. To attend official business of the school when and as approved by the Superintendent or his authorized representative.
- (c) Graduation. To attend his/her own graduation or ceremonies at which he/she is the recipient of an award or special honor, not in excess of one (1) day but with a second day authorized, without pay, if required.
- (d) Bereavement Leave. Bereavement leave shall be granted for the time following the death of a member of the immediate family, but not in excess of five (5) days. The immediate family shall include spouse, the member/member's spouse's children, parents, brothers and sisters and a person who raised the individual as a child in the capacity of mother or father. Such leave will also be granted for the time following

the death of a grandparent, grandchild or relative living within the household, but not in excess of three (3) days.

- (e) Religious Observance. To observe customary and traditional religious holidays where absence or abstention from work is required or customary or is authorized by the Commissioner's List, but not in excess of three (3) days annually nor when notice is not given at least two (2) days prior to such leave.
- (f) Jury and Civic Duty. To perform jury duty or other services required by law, court order, or other governmental authority beyond the control of the individual and necessitating absence from duty but with the condition that during such service such teacher shall be required to perform the duties of his/her position when feasible.
- (g) New York State Teachers' Retirement System. Time necessary for Association representatives to attend the annual meeting of the New York State Teachers' Retirement System as a duly elected delegate, however, said leave not to be in excess of three (3) days.
- (h) Emergency Request. In the event of an emergency, or if the teacher's immediate supervisor is unavailable, the teacher shall make arrangements for the immediate supervisor to be notified by a third party. Upon the teacher's return to work, a formal request will be submitted to his/her immediate supervisor to approve the leave.

10.09 Conference Leave. The Board and the Association recognize that providing quality education requires the teacher to keep abreast with current research and developments in the educational field in general and in the teacher's field.

- (a) Teachers may be granted a leave with pay and expenses in order to attend conferences, meetings or workshops relating to the educational field in general or to the teacher's specific area, which will enable the teacher to make a definite contribution to the school system. The Board will provide a substitute teacher in the event a leave is granted.
- (b) All requests for such leave shall be initiated at the time the budget requests are submitted to the principal. They shall then have it formalized in writing and it shall be submitted to the Superintendent of Schools no later than thirty (30) days prior to the conference, workshop or meeting.

- (c) Visitation. A teacher may be given a total of one (1) day leave of absence per school year without loss of pay, deduction from sick or personal leave, for the purpose of visiting schools to observe class procedures, teaching methods and conferring with teachers concerning ways and means of improving instruction. Such leave shall be planned with and approved by the principal.
- (d) Written Reports. Each teacher granted a conference, meeting, or workshop or visitation leave will submit a written report to the appropriate principal. Such report shall include a summary of the conference, meeting, workshop or visitation and suggestions for any applications or implications for the Newfane Central School District.

Article XI. ASSOCIATION RIGHTS

- 11.01 In General. The Association shall have the following rights subject to the approval of the appropriate administrator, except sections 11.06, 11.07, 11.08, and 11.09 shall not require approval of the administrator.
- 11.02 Buildings. The right to use school buildings, facilities and equipment as long as such use does not interfere with the regular school program.
- 11.03 Transacting Business. Duly authorized representatives of the Association, State Teachers' Association, American Federation of Teachers, and their respective affiliates, shall be permitted to transact official organizational business on school property at all reasonable times. Such business shall not interfere with or interrupt normal school operations.
- 11.04 Special Meetings. The Association shall be given a place on the agenda on the orientation program for new teachers. The Association shall have an opportunity to present brief reports and announcements after the adjournment of building faculty meetings.
- 11.05 Communications. The Association shall have the right to post notices of its activities and matters of Association concern on the teachers' bulletin board, one of which will be in each school building; shall have the right to use inter-office service and teacher mail boxes; announcements of meetings may be listed in the school activity bulletins and the public address system may be used to announce the date, time and place of any meetings.
- 11.06 Board Meetings. The Association shall receive an agenda of the Board meetings at the same time it is received by the Board members and the Association shall receive eight (8)

copies of the minutes as they are available. There shall be reserved two (2) seats for the Association at all Board meetings and the Association shall, upon request, be given a place on the agenda at all regular Board meetings.

- 11.07 Release Time. Whenever the representatives of the Association are mutually scheduled by the parties to participate during working hours in conferences, meetings or negotiations, they shall suffer no loss of pay and there shall be no cost to the Association.
- 11.08 Delegate-Committee. A leave of absence shall be granted to teachers with full pay and with no deduction from accumulated sick leave or personal leave, to attend meetings of the House of Delegates of the State Teachers' Association, as an elected delegate and to attend meetings of committees of the State Teachers' Association as a committee member. The former leave shall not be granted in excess of three (3) days and the latter shall be limited to six (6) days for the Association.
- 11.09 Reprisals. There shall be no reprisals of any kind taken against any teacher by reason of his/her membership or activity in the Association, except for penalty provisions in the Taylor Law.
- 11.10 Facilities for NTA President. To the extent practicable, the District shall arrange the President of the Association's schedule in a manner to provide:
- (a) A planning period at the same time daily;
 - (b) Freedom from Supervisory periods;
 - (c) The option of foregoing duties during his/her professional period; and
 - (d) A phone with adequate privacy.
- 11.11 Reference Collections. The Board shall provide teacher reference collections and include therein, for a reasonable period of time, all texts which are reasonably requested by the teachers.
- 11.12 Selection and Use of Tools. The Administration and the Association shall confer from time to time for the purpose of improving the selection and use of education tools, and the Board shall undertake promptly to implement all joint decisions thereon made by its representatives and the Association.

ARTICLE XII. DISTRICT-ASSOCIATION RELATIONS

12.01 Philosophy and Goals. The Association and Board of Education supports the following Philosophy and Goals:

(a) The Philosophy is:

- (i) Newfane Central School is committed to providing a positive school climate, which includes a student-centered learning environment, stresses academic achievement and pursues the development of student potential. We will encourage an enthusiasm for learning.
- (ii) Newfane Central School is the center of the community. The school, the family and community will join as partners in promoting educational excellence.
- (iii) Our students will be encouraged to develop a sense of self-esteem, which will enable them to be responsible, productive members of our society.

(b) The Goals are:

- (i) To Improve Curriculum (K-12) in the District.
- (ii) To develop high district wide Academic Expectations.
- (iii) To develop a district-wide Positive School Climate.
- (iv) To increase Community Involvement in the district.

12.02 Changes in Board Policy. Before the Board adopts a change in policy which affects wages, hours, or any other conditions of employment which are not covered by the terms of this Agreement, and which have not been proposed by the Association, the Board shall notify the Association in writing that it is considering such a change. The change shall not be put into effect until after the next regularly scheduled meeting of the Board following such notification at which time the Association shall have the opportunity to express its views on the proposed changes.

12.03 Building Liaison Committee. The parties shall establish at each school a Building Liaison Committee comprised of three (3) employees selected by the Association and the school principal for the purpose of discussing school operations and matters relating to implementation of this Agreement. The committee shall be convened at least once per month at mutually agreeable times. A member of the committee, selected by the committee, shall record summary minutes of issues addressed and decisions made. A copy of the minutes shall be forwarded to the Association President and Superintendent after being approved by the Liaison Committee and within ten (10) days.

12.04 District Liaison Committee. The parties shall establish a District Liaison Committee whose purposes shall be to discuss issues related to the implementation of this Agreement district-wide and District operations. Representation on this committee may be limited to the Association President and Superintendent or may be expanded to include representatives as deemed appropriate by the respective parties. The Parties shall formally meet at least once per month at such times as may be mutually agreeable. The Association President and Superintendent shall see that a mutually agreeable summary record of issues and decisions is made. Said record shall not be for general release.

12.05 Curriculum and Staff Development Committees. From time-to-time the District will form committees to study curriculum, instruction and staff development matters. The Association may bring study needs to the attention of the District. Employees shall be selected to serve on said committees based on their interest, knowledge of the field and availability given the study's time frame. Notice of committee study opportunities shall be circulated among employees likely to be directly affected by the committee's recommendations. The notice shall set forth study purposes, committee composition, an approximate timetable for the committee's work and application procedures. Employees wishing to serve on said committees shall express their interest in the manner set forth on the notice. Also the Association will select one member. Recommendations of study committees shall be publicly presented for review and comment before being adopted by the Board or Superintendent.

ARTICLE XIII GRIEVANCE AND ARBITRATION PROCEDURE

13.01 Definitions.

(a) **Grievance**. A grievance is a claim by a teacher, a group of teachers or the Association that there has been a violation, misinterpretation or an inequitable application of any provision of this Agreement.

(b) **Grievant**. A teacher, group of teachers or the Association may submit a grievance which affects them.

13.02 The written grievance shall identify the provision(s) of the Agreement at issue in the grievance, and shall include a brief statement of the facts of the grievance and the remedy sought by the grievant.

13.03 **Stage 1.** An employee having a grievance will discuss it with his/her supervisor, either alone or with a representative, with the objective of resolving the matter informally. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor not later than the fifteenth (15th) day after the incident giving rise to the grievance. Within five (5) days of receipt of the written grievance, the supervisor shall render a written answer to the grievant.

13.04 **Stage 2.** If the aggrieved party is not satisfied with the Stage 1 answer, a written appeal shall be filed with the Superintendent within ten (10) days after the receipt of the Stage 1 answer. The Superintendent or his/her designee shall meet with the grievant and/or his representative to discuss the grievance within ten (10) days of receipt of the Stage 2 appeal. The Superintendent shall render a written answer to the grievant and the Association within five (5) days of the meeting.

13.05 **Stage 3.**

(a) In the event the aggrieved party is not satisfied with the answer of the Superintendent, it shall, within fifteen (15) days of receiving the Stage 2 answer, submit the grievance to the Board of Education. Within ten (10) days of receipt of the Stage 3 appeal, one or more members of the Board (as designated by its President for the purpose) shall meet with the grievant and/or his representative, and the Superintendent to discuss the grievance. Additional parties may participate with the agreement of the grievant and the Superintendent. The grievance and/or his representative may also elect, at the grievant's sole option, to address the full Board at its next regular meeting.

(b) Within ten (10) days of the first regular Board meeting following the grievance meeting required above, the Board shall provide a written answer to the grievance to the grievant, the Association President and the Superintendent.

13.06 **Arbitration**

(a) The arbitrator shall be selected from a list of twenty (20) names submitted by the American Arbitration Association. Not later than the tenth day after the day on which a party receives its copy of the list of arbitrators, it shall return the list to the American Arbitration Association with all unacceptable names crossed off and the remaining names numbered in order of the party's preference. The American Arbitration Association shall then appoint the arbitrator most preferred by the parties. If the

American Arbitration Association finds that no mutual choice has been made from the first list, it shall submit a second list of 20 names and the foregoing procedure shall be repeated. If the American Arbitration Association finds that no mutual choice has been made from the second list, then American Arbitration Association shall appoint another arbitrator.

- (b) The arbitrator shall have no power nor authority to make any decision which is contrary to law or decisions or regulations of the Commissioner of Education, or which is violative of the terms of this Agreement. The arbitrator shall have authority only to apply or determine compliance with the provisions of this Agreement or to make such interpretation as necessary to apply or determine compliance with the provisions of this Agreement, and grant a remedy. The arbitrator shall have no authority to add to, detract from, or amend in any way the provisions of this Agreement. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues. The decision of the arbitrator shall be final and binding on the parties.
- (c) The parties shall be bound by the rules of the American Arbitration Association.
- (d) The cost of the services of the arbitrator, including the expenses, if any, shall be shared equally by the parties.

ARTICLE XIV OCCUPATIONAL THERAPIST

14.01 Occupational Therapist

Except for those items specifically enumerated below, all provisions of the collective bargaining agreement between the Newfane Central School District and the Newfane Teachers Association shall apply to the title Occupational Therapist. Each individual currently employed by the District as an Occupational Therapist shall retain his/her accumulated benefits and shall have full access to and use of such benefits as a member of the NTA bargaining unit.

The following NTA contract provisions shall not apply to the Occupational Therapist title:

Article III, Sections 3.01, 3.02, 3.03, 3.04, 3.05, 3.06, 3.07, 3.10, 3.11

Article VII, Sections 7.01 (c), 7.01 (d)

Article VII Sections 8.06 (a), 8.10

Article IX (all)

The parties agree that the following shall apply to the Occupational Therapist Title:

Job Duties, Probationary Periods

Upon hire or upon request, the Business Office will provide employees a copy of the job description for their position and an explanation of benefits to which they are entitled.

New employees shall serve a twenty-six (26) week probationary period from the effective date of appointment as contained in the appointment resolution of the Board. A new employee's service with the District may be terminated at any time during and up to the expiration of the probationary term.

Discipline and Discharge

The following disciplinary procedure shall apply to Occupational Therapists who have successfully completed their probationary period and shall be in lieu of all rights and procedures specified in Civil Service Law Section 75 and 76. Resort to Civil Service Law procedures shall be foreclosed and barred in favor of the grievance procedure in the NTA contract.

- (e) The employee and the Union President shall receive written notice of the discipline to be issued. "Discipline" means written reprimand, suspension, fine, restitution or discharge;
- (f) A policy of progressive discipline shall apply. Progressive discipline shall involve four levels: (1) First written warning, (2) Second written warning, (3) Suspension and (4) Discharge.
- (g) Disciplinary action shall be predicated on one or more separate infractions or acts of misconduct by an employee. Progressive discipline shall apply but no prior notice to the employee is required if the cause of suspension or discharge is any of the following:
 - (i) Dishonesty or theft.
 - (ii) Actual or threatened physical abuse or bodily harm to an employee, supervisor, student or other member of the public.
 - (iii) Negligence resulting in serious accident or damage to property.
 - (iv) Openly defiant and egregious insubordination toward any supervisor.

- (v) Willful destruction of misappropriation of property belonging to another employee of the District.
- (vi) Use, possession, distribution or being under the influence of drugs and/or intoxicants while on duty or on District property.

During an employee's probationary period, the employee may be terminated or otherwise disciplined at the sole discretion of the District, without recourse to the grievance procedure.

A permanent employee shall have the right to file a grievance under the contract to protest the absence of just cause for discipline.

Seniority

Seniority shall mean the employee's most recent date of hire on a permanent basis. A reinstatement or re-appointment within one (1) year of an employee's resignation shall not constitute a break in service. No benefits shall accumulate for the time period between resignation and the reinstatement or re-appointment. However, all contractual rights and benefits, which pertain to the employee, shall be returned to the employee in addition to all paid leave benefits which the employee accrued and did not use prior to his/her resignation.

Reduction in Staff and Recall Rights

The District shall adhere to the provisions of Civil Service Law in the event of a layoff and/or recall.

Extra Hours of Work

An employee who is required to attend meetings or events outside of the regular school day will be paid 1/1400th of his/her annual pay for each hour, or portion thereof, spent on such assignment.

Professional Dues, Continuing Education

The District shall reimburse the Occupational Therapist for any professional dues or continuing education costs incurred by the employee.

Salary Schedule

Occupational Therapists shall be paid in accordance with the BA schedule.

Effective 7/1/02, Maureen Rybak shall move to Step 9, (currently \$41,256) of the BA schedule.

ARTICLE XV JOB SHARING

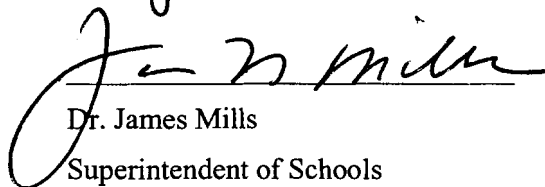
15.01 Job Sharing Teachers proposing a job share agreement must develop a comprehensive plan that addresses each of the following areas:

- Tenure status of the teachers
- Subject matter being taught by the teachers
- Delineation of the specific teaching duties of each participating teacher
- Workday of each teacher
- Planning time
- Health insurance
- Salary and movement on the salary schedule
- Sick leave
- Length of the job share agreement
- Teachers' right to return to full-time status
- Professional/supervisory duties
- Replacement for short-term absences
- Faculty meetings
- Parent conferences/open houses
- Seniority
- Evaluation
- Professional development
- Right to termination of the agreement

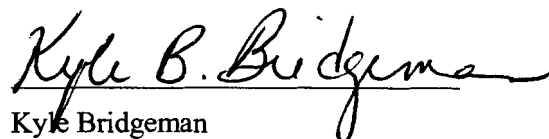
Job share agreements must be reduced to writing. At the conclusion of the job-share agreement, each participating teacher shall submit a narrative evaluation of their job-share experience including a review of the impact on students.

Job-share proposals are subject to the approval of the Board of Education. No job-share agreement shall violate any aspect of the collective bargaining agreement. The NTA president will be given a copy of any proposed job-share agreement prior to its approval by the Board of Education.

IN WITNESS WHEREOF, the parties have set their hands and seals this 31st day of August, 2005.


Dr. James Mills
Superintendent of Schools

Newfane Central School District


Kyle Bridgeman

President

Newfane Teachers Association

APPENDIX A - SALARY

Graduate hours will be calculated at a value of \$70.00 per graduate hour.

Graduate hours will be paid as single units two times per year. Claims made by 10/1 shall be paid retroactive to 9/1 of the same year. Claims made by 3/1 will be paid retroactive to 2/1 of the same year. Teachers shall provide an original transcript or grade report (a copy may be provided initially to meet the deadline; however, an original must be filed within three months from the date the copy was submitted) and properly filed support documents according to district-established guidelines.

	2005-2006		2006/2007		2007/2008		2008/2009	
	B	M	B	M	B	M	B	M
1	34,114	37,098	34,264	37,248	34,414	37,398	34,564	37,548
2	35,131	38,192	35,281	38,342	35,431	38,492	35,581	38,642
3	36,010	39,150	36,160	39,300	36,310	39,450	36,460	39,600
4	36,900	39,840	37,050	39,990	37,200	40,140	37,350	40,290
5	37,680	40,880	37,830	41,030	37,980	41,180	38,130	41,330
6	38,730	42,000	38,880	42,150	39,030	42,300	39,180	42,450
7	41,050	43,430	41,200	43,580	41,350	43,730	41,500	43,880
8	42,900	44,920	43,050	45,070	43,200	45,220	43,350	45,370
9	44,300	46,465	44,450	46,615	44,600	46,765	44,750	46,915
10	45,800	48,240	45,950	48,390	46,100	48,540	46,250	48,690
11	47,700	49,900	47,850	50,050	48,000	50,200	48,150	50,350
12	49,075	51,500	49,225	51,650	49,375	51,800	49,525	51,950
13	50,699	53,110	50,849	53,260	50,999	53,410	51,149	53,560
14	52,324	55,000	52,474	55,150	52,624	55,300	52,774	55,450
15	54,354	56,860	54,504	57,010	54,654	57,160	54,804	57,310
16	56,384	59,185	56,534	59,335	56,684	59,485	56,834	59,635
17	68,000	73,200	68,150	73,350	68,300	73,500	68,450	73,650
18	69,249	74,597	69,399	74,747	69,549	74,897	69,699	75,047
19	69,249	74,597	70,634	75,716	71,693	76,851	73,127	78,004
20	69,714	75,043	71,108	76,169	71,815	77,311	73,251	78,471
21	70,955	75,600	71,665	76,734	71,815	77,885	73,251	79,054
22	70,955	75,600	72,374	76,734	72,524	77,885	73,975	79,054
23	73,644	78,551	75,117	80,122	76,619	81,724	78,152	83,258

APPENDIX B – SCHEDULES

Newfane Central School

2005-2006 Schedule of Pay Dates

<u>Pay Date</u>	<u>Employee</u>	
	<u>12 month</u>	<u>10 month</u>
07/13/05	1	
07/27/05	2	
08/10/05	3	
08/24/05	4	
09/07/05	5	1/2
09/21/05	6	1
10/05/05	7	2
10/19/05	8	3
11/02/05	9	4
11/16/05	10	5
11/30/05	11	6
12/14/05	12	7
12/28/05	13	8
01/11/06	14	9
01/25/06	15	10
02/08/06	16	11
02/22/06	17	12
03/08/06	18	13
03/22/06	19	14
04/05/06	20	15
04/19/06	21	16
05/03/06	22	17
05/17/06	23	18
05/31/06	24	19
06/14/06	25	20
06/28/06	26	1/2

1st check for 12-month employees is July 13, 2005

1st check for 10-month employees is September 7, 2005. This will be 1/2 a check.

Last check for 10-month employees is June 28, 2006. This will be 1/2 a check.

Last check for 12-month employees is June 28, 2006.

APPENDIX B – SCHEDULES

Newfane Central School

2006-2007 Schedule of Pay Dates

<u>Pay Date</u>	<u>Employee</u>	
	<u>12 month</u>	<u>10 month</u>
07/12/06	1	
07/26/06	2	
08/09/06	3	
08/23/06	4	
09/06/06	5	1/2
09/20/06	6	1
10/04/06	7	2
10/18/06	8	3
11/01/06	9	4
11/15/06	10	5
11/29/06	11	6
12/13/06	12	7
12/27/06	13	8
01/10/07	14	9
01/24/07	15	10
02/07/07	16	11
02/21/07	17	12
03/07/07	18	13
03/21/07	19	14
04/04/07	20	15
04/18/07	21	16
05/02/07	22	17
05/16/07	23	18
05/30/07	24	19
06/13/07	25	20
06/27/07	26	1/2

1st check for 12-month employees is July 12, 2006

1st check for 10-month employees is September 6, 2006. This will be 1/2 a check.

Last check for 10-month employees is June 27, 2007. This will be 1/2 a check.

Last check for 12-month employees is June 27, 2007.

APPENDIX B – SCHEDULES

Newfane Central School

2007-2008 Schedule of Pay Dates

<u>Pay Date</u>	<u>12 month</u>	Employee	<u>10 month</u>
07/11/07		1	
07/25/07		2	
08/08/07		3	
08/22/07		4	
09/05/07		5	1/2
09/19/07		6	1
10/03/07		7	2
10/17/07		8	3
10/31/07		9	4
11/14/07		10	5
11/28/07		11	6
12/12/07		12	7
12/26/07		13	8
01/09/08		14	9
01/23/08		15	10
02/06/08		16	11
02/20/08		17	12
03/05/08		18	13
03/19/08		19	14
04/02/08		20	15
04/16/08		21	16
04/30/08		22	17
05/14/08		23	18
05/28/08		24	19
06/11/08		25	20
06/25/08		26	1/2

1st check for 12-month employees is July 11, 2007

1st check for 10-month employees is September 5, 2007. This will be 1/2 a check.

Last check for 10-month employees is June 25, 2008. This will be 1/2 a check.

Last check for 12-month employees is June 25, 2008.

APPENDIX B – SCHEDULES

Newfane Central School

2008-2009 Schedule of Pay Dates

<u>Pay Date</u>	<u>Employee</u>	
	<u>12 month</u>	<u>10 month</u>
07/09/08	1	
07/23/08	2	
08/06/08	3	
08/20/08	4	
09/03/08	5	1/2
09/17/08	6	1
10/01/08	7	2
10/15/08	8	3
10/29/08	9	4
11/12/08	10	5
11/26/08	11	6
12/10/08	12	7
12/24/08	13	8
01/07/09	14	9
01/21/09	15	10
02/04/09	16	11
02/18/09	17	12
03/04/09	18	13
03/18/09	19	14
04/01/09	20	15
04/15/09	21	16
04/29/09	22	17
05/13/09	23	18
05/27/09	24	19
06/10/09	25	20
06/24/09	26	1/2

1st check for 12-month employees is July 9, 2008

1st check for 10-month employees is September 3, 2008. This will be 1/2 a check.

Last check for 10-month employees is June 24, 2009. This will be 1/2 a check.

Last check for 12-month employees is June 24, 2009.

APPENDIX C

CO-CURRICULAR STIPENDS

The District and Association, when necessary, will form a committee for the purpose of reviewing existing and proposed co-curricular stipends. The committee shall consist of six people, three appointed by the Superintendent and three appointed by the President of the Association. Recommendations approved by a majority of the committee will be forwarded to the Board of Education and the NTA.

Co-curricular Advisors shall be compensated in accordance with the provisions set forth in this appendix.

- 1) Basis of Compensation. The salary schedules set forth in Appendix A shall serve as the basis upon which coaches salaries shall be computed.
- 2) Compensation Percent. Advisors shall be compensated by multiplying the following percentages to their step placement on the Bachelor's column of the salary schedule contained in Appendix A.

Activity	%	Activity	%
7 th & 8 th Grade Class (MS)	3.1%	Middle School Month	2.5%
Academic Decathlon	2.0%	Mission Possible	2.0%
Art Club (HS)	2.2%	Musical First Assistant	5.0%
Art Club (IS)	2.2%	Musical Second Assistant	4.0%
Art Club (MS)	2.2%	Newspaper (MS)	3.1%
Art Club (NE)	2.0%	Odyssey of the Mind	2.5%
Band (IS)	4.0%	Peer Leadership Advisor	4.0%
Band (MS)	4.0%	Peer Mediation	3.1%
Bookstore (MS)	2.2%	Peer Mediation 1 (MS)*	3.1%
Bookstore (SH)	3.0%	Peer Mediation 2 (MS)*	3.1%
Boys Ensemble (MS)*	2.5%	Permanent Senior Advisor	4.0%
Business (SH)	2.2%	Photography (SH)	2.2%
Ceramics (MS)	2.2%	Robotics 1	9% of Step 4
Chemistry Club	2.5%	Robotics 2	6% of Step 4
Chess Club (MS)	2.2%	SADD (SH)*	2.2%
Chorus (IS)	2.5%	Scholastic Bowl	3.0%
Chorus (MS)	2.5%	School Musical Director	9.0%
Chorus (NE)	2.0%	Science (MS)	2.5%
Computer Club (MS)	2.5%	Science (SH)	2.5%
Computer Club I	2.5%	Searchlight (SH)	3.5%
Drama Club (MS)	3.0%	Senior Class	4.0%
Drama Club (SH)	6.0%	Service Club	4.0%
French Club (MS)*	2.5%	Sophomore Class	3.0%
Freshman Class	3.0%	Spanish Club (MS)*	2.5%
Future Teachers (SH)	2.2%	Stage Band (MS)	3.0%
Girls Ensemble (MS)*	2.5%	Student Senate (IS)	4.0%
Health Careers Club (SH)	2.2%	Student Senate (MS)	4.0%
Honor Society (SH)	3.1%	Student Senate (NE)	4.0%
Junior Class	3.5%	Student Senate (SH)	4.0%
Library (NE)	2.0%	Tech & Motor Sports Club	2.2%
Library (MS)	2.2%	Technology Club (MS)	2.2%
Math Club (MS)	2.5%	Varsity Club	4.0%
Math Club (SH)	2.5%	Yearbook (SH)	6.0%
		Yearbook Assistant (SH)	3.0%

- 3) Salary Progression. After initial placement on the salary schedule, advisors shall move up one step on the salary schedule until they reach step 11, which shall be the maximum salary step for advisors.
- 4) Placement on the Salary Schedule.
 - a) Advisors new to advisorships in the Newfane Central School District shall be placed on step 1.
 - b) Advisors transferring from one activity to another or taking up a second or third activity shall be given credit at the discretion of the District.

APPENDIX D

ATHLETIC COACHES COMPENSATION

F. Athletic Coaches shall be compensated in accordance with the provisions set forth in this appendix.

- 1) Basis of Compensation. The salary schedules set forth in Appendix A shall serve as the basis upon which coaches salaries shall be computed.
- 2) Compensation Percent. Coaches shall be compensated by multiplying the following percentages to their step placement on the Bachelor's column of the salary schedules contained in Appendix A, B, C, and D.

SPORT	Position	Compensation Percent	SPORT	Position	Compensation Percent
Football	Head	11.0%	M B Basketball	Head	5.0%
	JV Head	8.8%	M G Basketball	Head	5.0%
	Assoc.	8.8%			
	Ass't	7.7%	Wrestling	Varsity	11.0%
				J.V.	8.8%
Cross Country	Head	8.5%	M Wrestling	Head	5.0%
M Cross Country		5.0%			
Field Hockey	Varsity	8.5%	BB Cheerleading	Head	7.0%
	J.V.	6.8%			
Golf	Head	6.0%	Baseball	Head	10.0%
				Ass't.	8.0%
Soccer	Head	8.5%	Softball	Varsity	10.0%
	Ass't.	6.8%		J.V.	8.0%
Volleyball	Varsity	8.5%	Boy Tennis	Head	8.5%
	J.V.	6.8%			
M. Volleyball		5.0%	B&G Track	Head	10.0%
Cheerleading	Varsity	3.0%		Ass't.	8.0%
	J.V.	3.0%	M Track	Head	5.0%
B Basketball	Varsity	11.0%	Swimming	Head	8.5%
	J.V.	8.8%		Ass't.	6.8%
G Basketball	Varsity	11.0%	Indoor Track	Head	8.5%
	J.V.	8.8%		Ass't.	6.8%

- 3) Salary Progression. After initial placement on the salary schedule, coaches shall move up one step on the salary schedule until they reach step 11, which shall be the maximum salary step for coaching.
- 4) Placement on the Salary Schedule
 - a) Coaches new to coaching in the Newfane Central School District shall be credited with prior experience at the discretion of the District.
 - b) Coaches transferring from one sport to another within the District or taking up a second or third coaching assignment shall be given credit for coaching experience to be applied to the salary schedule in the following manner:

- (i) Varsity Head Coach to Varsity Head Coach will carry over 75% of his/her accrued service in a previous sport.
- (ii) First Assistant or Junior Varsity Coach to First Assistant or Junior Varsity Coach will carry over 50% of his/her accrued service in a previous sport.
- (iii) All other transfer of experience for credit will be at the discretion of the Superintendent or his/her designee.

5) Athletic Director

- a) The District shall appoint an Athletic Director who shall be responsible to work approximately 20 extra days per year in fulfilling his/her responsibilities.
- b) If the person appointed is a member of the bargaining unit he/she shall:
 - (i) be compensated at 15% of the Bachelor's Degree step 11;
 - (ii) receive an additional 1.5 sick days per year; and
 - (iii) have his/her instructional periods reduced from 5 to 3 per day
 - (iv) Posting of Vacancy. Although the Athletic Director position is required to be posted in accordance with Section 7.03, the criteria for filling vacancies do not apply to this position.
- c) The Athletic Director will not be responsible to conduct coaching evaluation meetings; these meetings will be conducted by an administrator.
- d) The Athletic Director shall not be responsible for supervisory duties.

6) Pool Director

- a) The District shall appoint a Pool Director who shall be responsible to work approximately ten (10) extra days per year in fulfilling his/her responsibilities.
- b) If the person appointed is a member of the bargaining unit he/she shall:
 - (i) Be compensated at 7.5% of the Bachelor's Degree, Step 11
 - (ii) If an elementary teacher K-6, have his/her schedule reduced by one instructional class per day;
 - (iii) If a secondary teacher 7-12 be relieved of a period of instruction and any supervisory period.
- c) Posting of Vacancy. Although the Pool Director position is required to be posted in accordance with Section 7.03, the criteria for filling vacancies do not apply to this position.

- 7) Supervisors of Athletic Events. Supervisors of athletic events shall be paid at the rate of \$11.00 per hour in half-hour increments.

APPENDIX E EXTRA SERVICE POSITIONS

Upon authorization and submission of an approved time sheet, the District shall reimburse employees at the following hourly rates for specified activities in half-hour increments.

<u>Activity</u>	<u>Hourly Rate</u>
Supervision of Activities not listed in Appendices C or D	\$12.00
Home Teaching & disciplinary Extension Including gas mileage	\$16.00
Curriculum Writing	\$16.00
Music Association Activities	\$16.00
Workshop Preparation and Presentation	1/1400 th of annual salary not to exceed \$40.00
Regents Review Classes	1/1400 th BA Step 1
Summer School	1/1400 th BA Step 1
Intramural	\$14.00
Supervision of Peer Leadership Retreat on an overnight basis.	One (1) additional leave day added to personal accrual.

If the District elects to fill the following positions, an annual stipend shall be paid as follows:

<u>Activity</u>	<u>Stipend</u>
District A-V Coordinator	\$600
Stage Manager	\$600
Head Teacher	
NECC, Elementary, Intermediate School	\$750
Middle, High School	\$200

Any certified teacher who is an NTA member shall receive payment of 1/1400 of the BA step 1 per hour of home teaching. The District shall have broad discretion in the selection of personnel to do home teaching assignments.

Class Coverage

Indirect compensation shall be in the form of accumulated compensatory time. Upon the accumulation of seven (7) periods of coverage, the teacher shall be awarded one day of compensatory leave, with pay. Upon the completion of each period of coverage, the teacher shall have his/her "coverage log" form signed by the principal of his designee. The teacher shall keep and maintain his/her "coverage log" in his/her personal possession. Upon completion of seven (7) periods of coverage, a compensatory day shall be awarded.

- A compensatory day shall only be taken in full day segments.
- A “coverage log” shall accumulate over time and shall roll over year-to-year.
- A lost “coverage log” shall be deemed invalid and shall not be recreated or awarded in good faith.
- A compensatory day shall not be utilized for health insurance/waiver calculation at retirement.
- This clause, unless modified shall sunset on 6/30/2009. Unused accumulated comp time shall be utilized by 6/30/2010.

